

10/19/99

Adopted

Town of Riverhead CDA

Resolution # 17

Authorizes CDA Chairman to Execute Contract with New York State Urban Development Corporation /Empire State Development Corporation

Member Kent offered the following resolution,

which was seconded by Member Lull :

**WHEREAS**, the CDA has applied for designation as a Build Now-NY site pursuant to an initiative of Governor George Pataki; and

**WHEREAS**, Governor Pataki has designated Calverton as Build Now-NY site for marketing by New York State Empire State Development Corporation and expedited permitting by regulatory agencies; and

**WHEREAS**, the designation provides a \$50,000 matching grant to the CDA.

**THEREFORE, BE IT FURTHER RESOLVED**, that the CDA hereby authorizes the Chairman to execute the attached Grant Disbursement Agreement to provide \$50,000 to the CDA.

**THEREFORE, BE IT FURTHER RESOLVED**, that the CDA authorizes the Town Attorney to provide the required opinion of counsel upon review.

**THEREFORE, BE IT FURTHER RESOLVED**, that the CDA authorizes the Director to fill all required documents, payment requisition forms and reports necessary to comply with the terms of the Grant Disbursement Agreement.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk is hereby authorized to provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

**The Vote:**

Member Cardinale	<u>YES</u>
Member Kent	<u>YES</u>
Member Kwasna	<u>YES</u>
Member Lull	<u>YES</u>
Chairman Villella	<u>YES</u>

**The Resolution is ADOPTED.**

This **GRANT DISBURSEMENT AGREEMENT** includes  
all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates  
to the Project described below:

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**NEW YORK STATE  
URBAN DEVELOPMENT  
CORPORATION d/b/a  
EMPIRE STATE DEVELOPMENT  
CORPORATION ("ESDC"):**

633 Third Avenue  
New York, NY 10017  
Contact: Marian Lee  
Phone: 212-803-3617  
Fax: 212-803-3625

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**THE GRANTEE:**

Town of Riverhead Community Development Agency  
200 Howell Avenue  
Riverhead, NY 11901  
Contact: Andrea Lohneiss, Director  
Phone: 516-727-3200 x287  
Fax: 516-727-5772

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**THE PROJECT:**

Build Now NY Initiative: Calverton Enterprise Park

**PROJECT NUMBER:**

F998

**GRANT AMOUNT:**

\$50,000

**FUNDING SOURCE:**

Aid to Localities

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**ESDC APPROVAL DATE:**

August 20, 1998

**PACB APPROVAL DATE:**

Not Applicable

**DATE AGREEMENT SIGNED BY ESDC:** \_\_\_\_\_

**DATE AGREEMENT SIGNED BY GRANTEE:** \_\_\_\_\_

**PROJECT COMPLETION DATE (from Exhibit A/A-1):** \_\_\_\_\_ February 28, 2000

## TERMS AND CONDITIONS

### 1. The Project

- (a) The project will occur as described in Exhibit A and the ESDC Directors' materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to ESDC the reports as required in Exhibit B.
- (c) The Grantee will provide the disclosure required by Exhibit C with respect to any consultant whose expenses will be paid out of Grant proceeds.

### 2. Project Budget and Use of Funds

The Grantee will perform the project in accordance with the overall project budget, which includes the Grant funds, set forth in Exhibit D to this Agreement. The Grant will be applied only to eligible expenses, which are separately identified.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for the term of this Agreement and for four (4) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESDC, its agents, officers and employees during Grantee's business hours upon reasonable request.

### 4. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed until the following conditions have been satisfied:

- (a) ESDC has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) A certificate of approval of availability of funds has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESDC.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, ESDC shall disburse the Grant to the Grantee as follows:

- (a) ESDC shall reimburse the Grantee, in the manner as set forth in Exhibit F, the amount of eligible expenses actually incurred by the Grantee, upon presentation to ESDC of a Payment Requisition Form, together with such supporting documentation as ESDC may require, in the form attached to this Agreement as Exhibit G and its attachments.
- (b) The last ten percent (10%) of the Grant shall not be disbursed by ESDC until all of the tasks and reports required under this Agreement have been completed to ESDC's satisfaction.
- (c) In no event will ESDC make any payment which would cause ESDC's aggregate disbursements to exceed the Grant amount.
- (d) the Grant, or a portion thereof, may be subject to recapture by ESDC as provided in Exhibit F.

6. Non Discrimination and Affirmative Action

The Grantee will comply with ESDC's Non-Discrimination and Affirmative Action policies set forth in Exhibit H to this Agreement.

7. No Liability of ESDC

ESDC shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESDC, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with



the terms and conditions of this Agreement.

- (b) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (c) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (d) The Grantee shall report in writing to ESDC any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (e) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (f) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5)

percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (g) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESDC arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of ESDC or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESDC or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Any report or other product of the Grant, after approval of such product by ESDC, shall contain the following acknowledgment:  
"Funding provided by a grant from the  
Empire State Development Corporation"
- (i) ESDC may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (j) The information contained in the application submitted by the Grantee in connection with the Project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESDC has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in

connection with the Grant and that the information contained in the Application continues on the date hereof to be materially correct and complete.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, including the failure by the Grantee to achieve the employment goals required herein, or the failure by the Grantee to perform the tasks or submit the reports required herein to the reasonable satisfaction of ESDC and within the time frames established therefor under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by ESDC to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESDC in connection with the Grant.
  - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (b) Upon the occurrence of a default by the Grantee and written notice by ESDC indicating the nature of the default, ESDC shall have the right to terminate this Agreement.
- (c) Upon any such termination, ESDC may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If ESDC determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESDC may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. ESDC shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Project Audit

ESDC shall, upon reasonable notice, have the right to conduct, or cause to be

conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for four (4) years following the expiration or earlier termination of this Agreement.

11. Survival of Provisions

The provisions of Sections 3, 7 and 10 shall survive the expiration or earlier termination of this Agreement.

12. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or 3 days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

13. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

14. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

16. Confidentiality of Information

Information contained in reports made to ESDC or otherwise obtained by ESDC relating to trade secrets, operations and commercial or financial information, including but not

limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESDC, to the extent such information is determined by ESDC to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESDC will not be liable for any information disclosed, in ESDC's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESDC is required to disclose pursuant to legal process.

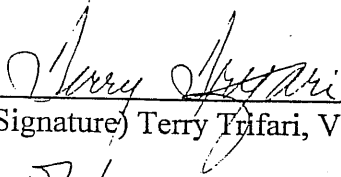
#### 17. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

Town or Riverhead Community Development Agency  
Build Now NY Initiative: Calverton Enterprise Park, Project #F998

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION

  
(Signature) Terry Trifari, Vice President Loans and Grants

10/1/99  
(date)

GRANTEE: Town or Riverhead Community Development Agency

(Signature)

(Printed name and title)

(date)

## ESDC GRANT DISBURSEMENT AGREEMENT

### EXHIBITS

EXHIBIT A	Tasks
EXHIBIT A Appendix	Directors' Materials
EXHIBIT B	Report
EXHIBIT C	Consultant Disclosure Statement
EXHIBIT D	Project Budget
EXHIBIT E	Opinion of Counsel
EXHIBIT F	Disbursement Terms
EXHIBIT G	Payment Requisition Form
EXHIBIT G-1	Payment Requisition Cover Letter
EXHIBIT G-2	Payment Requisition Back-up Summary
EXHIBIT H	Non-Discrimination and Affirmative Action Policy
EXHIBIT I	Special Provisions (Intentionally Deleted)

## EXHIBIT A: Project Description

Town of Riverhead Community Development Agency  
Build Now NY Initiative: Calverton Enterprise Park, Project #F998

### TASKS and TIMELINE

Include detailed task descriptions. Include dates of completion for each task.

Task #	Task Description	Anticipated Time Schedule	Person Responsible	Percent of Grant Reimbursable Upon Completion of Task
1	Sewer: Existing Conditions	10/99	Andrea Lohneiss	57%
2	New Sewer: Feasibility Study	12/99	Andrea Lohneiss	33%
	Project Completion Date	12/99	Andrea Lohneiss	
	Submit draft Final Report	1/15/00	Andrea Lohneiss	
	Submit Final Report	2/28/00	Andrea Lohneiss	10%



Empire State Development

For Consideration  
August 20, 1998

TO: The Directors

FROM: Charles A. Gargano

SUBJECT: Shovel Ready NY

REQUEST FOR: Authorization to Enter into a Contract with Fluor Daniel Consulting and to Take Related Action for the Shovel Ready NY Project

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Summary

Shovel Ready NY is a new Empire State Development (ESD) initiative to foster New York employment growth by strategically marketing "shovel ready" sites to fast-growing, job-creating companies. Through a process similar to the Chip Fab '98 Initiative, Empire State Development Corporation, the "Corporation" will enter into a contract with Fluor Daniel Consulting for the preparation of site development profiles and to act as ESD's site selection manager. The Directors are being requested to authorize the Corporation to enter into a contract with Fluor Daniel not to exceed \$164,800. The Directors are also requested to provide authorization for 30 matching grants at \$50,000 each, and related marketing expenses. The total amount requested under this authorization is \$1.8 million.

Background

In an effort to build off the success of Chip Fab '98, Empire State Development sought proposals from qualified site selection consultants for the purpose of identifying attractive commercial and industrial sites across the state and marketing them to fast-growing companies. Shovel Ready NY utilizes the same pre-permitting concept as Chip Fab '98, but is broader, in that it targets several types of site locations for a larger base of fast-growing companies.

The strategy is threefold – 1) develop land use profiles and site selection criteria for expanding business location needs; 2) provide seed money to local economic developers to undertake necessary site preparation and permitting for these types of sites; and 3) strategically market these "ready to go" sites to fast growing companies in search of new business locations.

To initiate Shovel Ready NY, ESD sought proposals from qualified site location consulting firms to develop (7) profiles showing the site characteristics needed to identify properties that can be developed and marketed to targeted industries. The seven site profiles include: Research & Development; Manufacturing; Light Industrial Park; Office Park; Warehouse/Distribution; Mixed Use Business Park; and Retail facilities. Each development profile will provide the impact, design and engineering requirements of a typical target industry facility. The consultant deliverables will be divided into 3 phases – Phase I (Generic Site Profiles), Phase II (Detailed Site Profiles), Phase III (Site Selection).

Once the profiles are developed, local governments, local development corporations, and Industrial Development Agencies will nominate sites across the state as potential locations for one or more of the development profiles. Through a competitive site selection process, thirty sites will be awarded up to \$50,000 each in matching grants to be used to begin environmental review, zoning changes, and other site preparation and approvals necessary for the particular development profile. (Please note retail sites are not eligible for matching grants.) ESD will market these “shovel ready” sites to fast-growing companies.

The entire initiative including the 30 grants (@ \$50,000 each) and consultant fees and marketing expenses will cost approximately \$1.8 million (\$1.5 million for matching grants; \$114,800 for consultant services; \$50,000 for potential consultant fees for the development of additional site profiles; and \$135,200 for various marketing and promotional activities).

After completing the required Request for Proposal (“RFP”) process, the six-member selection committee reviewed all submitted proposals. These proposals were evaluated on the basis of price, experience, and competency. Based on these criteria, the selection committee found Fluor Daniel to be best qualified to perform this function for the Corporation.

### Findings

Empire State Development has seen a significant shortage in the number of available sites for businesses seeking to locate or expand in New York State. For many businesses seeking new locations, the “real estate” readiness of a particular site, or how long a lead time before a site has all the necessary site approvals is a critical site location factor. This shortage of sites leads to missed opportunities, and sometimes unemployment. At the same time, ESD has seen an increase in the use of site selection consulting firms as the key intermediary for firms seeking to locate in New York. These firms typically assess the critical site location criteria from a prospective business and identify the most attractive sites based on those criteria. For these consultants, one of the most critical site selection criteria is the “shovel ready” status of the site.

This initiative seeks to utilize the expertise of a site selection firm to actually increase the number of ready-to-go sites for businesses seeking to locate or expand in New York. This initiative will assist communities and local economic developers to

quantify their assets and the shovel ready status of various sites; provide resources to identify and eliminate potential barriers to site development; and provide incentives to communities to undertake the environmental, zoning or other reviews necessary to reduce the lead time for new businesses seeking to locate on the site.

Funding for this initiative will come from the 1998-99 New York State Budget ~~State Operation Fund~~ for services and expenses of economic development projects.

*Aid to Local's fund*  
Requested Action

Authorization is hereby requested from the Directors to enter into a contract with Fluor Daniel not to exceed \$164,800 for the 3 phases of the Shovel Ready NY project – Phase I (Development of Generic Site Profiles), Phase II (Development of Detailed Site Profiles), Phase III (Site Selection Process). The Directors are also requested to provide authorization for \$1.8 million for the 30 matching grants at \$50,000 each, and related marketing expenses.

Attachments

Resolution

## EXHIBIT B: Report

Build Now NY Initiative: Calverton Enterprise Park, Project #F998

All projects must submit a Final Report, including those projects which create a Final Work Product (e.g. brochure, guide, video, or other materials). The draft Final Work Product must be submitted for ESDC review as per Exhibit A. The Final Work Product does not take the place of the Final Report, which outlines the project's goals, implementation, results and challenges. This Final Report shall first be submitted to ESDC in draft form, for review and comment. ESDC will have a period of 30 days from receipt of the draft Final Report in which to perform its review. The last disbursement of Grant funds, pursuant to Section 5 of the Grant Disbursement Agreement, will not be made until the Final Report, incorporating ESDC's comments on the draft Final Report, is received by ESDC.

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Date of report: \_\_\_\_\_ Type of report: (circle one)      Interim (#\_\_\_\_)      Final

If Final Report: Amount of Grant: \$50,000      Total Program Cost: \$ \_\_\_\_\_  
Project start date: \_\_\_\_\_      Project completion date: \_\_\_\_\_

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Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals (to date).
- III. Describe specific results of the Project (to date).
- IV. Evaluate the Project's overall effectiveness (to date).
- V. Describe any challenges or unexpected events that arose in implementing the Project (to date).
- VI. (The answer to the following question may be submitted under separate cover to:  
VP Loans & Grants, ESDC, 633 Third Avenue NY, NY 10017)  
We would appreciate feedback regarding this ESDC program. Please comment on any interactions you had with ESDC or DED before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESDC related to the project, and whether you would use this program again or recommend it to other organizations/businesses.

## **EXHIBIT C: Consultant Disclosure Statement**

Town or Riverhead Community Development Agency  
Build Now NY Initiative: Calverton Enterprise Park, Project #F998

- (a) Notwithstanding anything to the contrary in this Agreement, Grant funds relating to the expenses of a consultant will not be disbursed by ESDC and will not be considered an expense eligible for use of Grant funds, unless ESDC has approved, in writing, the selection of the consultant and the consulting contract. Such approval must be sought and obtained before the execution of the consulting contract, unless the contract was executed prior to applying for ESDC funds. The Grantee will complete and submit to ESDC the form on the following page, or a disclosure statement which includes, as applicable to the project, the following:
- (i) a copy of the consulting contract, in substantially final form, at least 15 days prior to the execution thereof;
  - (ii) a description of the selection process (including efforts to involve Minority and/or Women-owned Business Enterprises, as defined in Exhibit E);
  - (iii) a description of the consultant's qualifications; and
  - (iv) a description of any relationship between the grantee and the consultant, or any of its employees or affiliates, including a listing of all contracts, either currently in effect or which have been in effect over the past 2 years, between all such parties and a description of the subject of such contracts.

Grantee will promptly supply ESDC with a copy of the executed consulting contract.

- (b) If the consultant was selected before ESDC approved the making of the Grant, the Grantee will submit to ESDC for its approval the information required in this form and a copy of the executed contract.

EXHIBIT C (page 2)

Attach additional pages as necessary.

I. Consultant Identification

- A. Proposed Consultant: \_\_\_\_\_
- B. Description of Selection Process (including efforts to involve M/WBEs): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Description of Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Relationship with Consultant. Set forth below is a listing of all existing and prior (over the past 2 years) contracts between the Grantee, or any of its employees or affiliates, and the proposed consultant, or any of its employees or affiliates, and a description of the nature and subject of the contracts. If there are no existing or prior relationships between these parties, please indicate "None". \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Contracting Parties: \_\_\_\_\_
- F. Term of Agreement: \_\_\_\_\_
- G. Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- H. Total Amount of Contract: \$ \_\_\_\_\_

II. Contract Attach a copy of the proposed consulting contract.

The above information is true and complete to be best of my knowledge and I am authorized to act on behalf of the Grantee with respect to the matters disclosed within.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT D: Project Budget

Town of Riverhead Community Development Agency  
Build Now NY Initiative: Calverton Enterprise Park, Project #F998

USES	ESDC Eligible Expenses	SOURCE: Town of Riverhead Community Development Agency	TOTAL
Existing Sewer Conditions & New Sewer Feasibility Study	50,000	69,000	119,000
Total Project Cost:	\$50,000	\$69,000	\$119,000

### ESDC TRAVEL EXPENSE REIMBURSEMENT POLICY

REIMBURSEMENT FOR APPROVED TRAVEL MAY NOT EXCEED THE FOLLOWING LEVELS:

Personal Car Mileage	\$ .325 per mile; actual for trips, site visits, meetings, and to/from airport.
Personal Car-Overtime	Actual - \$40.00 limit on overtime (including mileage rate, tolls, parking)
Car Rental (compact category)	Actual, not to include Collision Damage Waiver insurance
Airline (coach category) & other Public Transportation	Actual
Taxi Fares	Actual - \$40.00 limit on overtime

**EXHIBIT E: Opinion of Counsel**

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation  
633 Third Avenue  
New York, New York 10017

Attn: Marian Lee

Re: Build Now NY Initiative: Calverton Enterprise Park, Project #F998

Ladies and Gentlemen:

I have acted as counsel to Town or Riverhead Community Development Agency (the "Grantee") in connection with the project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee dated [Date of Agreement] (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,



## **EXHIBIT F: Disbursement Terms**

Town or Riverhead Community Development Agency  
Build Now NY Initiative: Calverton Enterprise Park, Project #F998

Subject to the terms and conditions contained in this Agreement, ESDC shall disburse the Grant to the Grantee as follows:

ESDC shall reimburse the Grantee, no more frequently than monthly, Eligible Expenses (as set forth and in accordance with the budget in Exhibit D) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to ESDC of a Payment Requisition Form together with such supporting documentation as ESDC may require, in the form attached to this Agreement as Exhibit G and its attachments. As stated in Section 5, paragraph (b) of this Agreement, the final ten percent (10%) of the Grant shall not be disbursed by ESDC until all of the tasks and reports required have been completed to ESDC's satisfaction.

## EXHIBIT G: Payment Requisition Form

Build Now NY Initiative: Calverton Enterprise Park, Project #F998

Payment Request # \_\_\_\_\_, for \$ \_\_\_\_\_

For work completed between \_\_\_\_\_ and \_\_\_\_\_, for Task(s) # \_\_\_\_\_

### THIS REQUEST

USES	A: ESDC SHARE	ESDC APPROVED REVISIONS	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Exist. Conditions & New Sewer Feasibility Stdy.	50,000				
TOTAL	50,000				
(Advance)					
(Retainage)	5,000				
AVAILABLE	45,000				

### FUNDING STATUS

	TOTAL	ESDC	Town of Riverhead
FUNDS COMMITTED	119,000	50,000	69,000
FUNDS SPENT TO DATE			
BALANCE			

### CERTIFICATION

I hereby warrant and represent to the Empire State Development Corporation ("ESDC") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Town or Riverhead Community Development Agency is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESDC and Town or Riverhead Community Development Agency, are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESDC does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2) I have the authority to submit this invoice on behalf of Town or Riverhead Community Development Agency. The tasks have been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESDC approval, in support of this requisition:

\_\_\_ Interim or Quarterly Report

\_\_\_ Final Report

\_\_\_ Work Products for Task(s) # \_\_\_\_\_ as set forth in Exhibit A

\_\_\_ Invoices/receipts for Eligible Expense goods/services received this pay period with Back-up Summary (Exhibit G-2)

\_\_\_ Other: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT G-1: Payment Requisition Cover Letter**

ON GRANTEE'S LETTERHEAD

Date

Marian Lee, Project Manager  
Empire State Development Corporation  
633 Third Avenue  
New York, New York 10017

RE: Build Now NY Initiative: Calverton Enterprise Park, Project #F998

Dear Ms. Lee:

Enclosed please find our request for payment/reimbursement. The package includes the following:

1. Completed Exhibit G: Payment Requisition Form
2. Interim/Final report as specified in Grant Disbursement Agreement (Exhibit B)
3. Supporting documentation and invoices, as summarized on Exhibit G-2

If any further information is needed, please give me a call at (     )     .

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Enclosures

## EXHIBIT G-2: Payment Requisition Back-up Summary

Budget Category: **Existing Sewer Conditions and New Sewer Feasibility Study**

INVOICE	REFERENCE # (MARK ALSO ON INVOICE)	REQUESTED ESDC AMOUNT	COMMENT
TOTAL Request in Category:			(Transfer to Exhibit G)

## **EXHIBIT H: Non-Discrimination and Affirmative Action Policy**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and ESDC, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by ESDC's participation in projects or initiatives, and/or the use of ESDC funds. The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

- 1) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- 2) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the ESDC Affirmative Action Unit and shall permit access to its books and records by ESDC, or its designee, for the purpose of ascertaining compliance with provisions hereof.

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

#### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation.

#### **Minority Business Enterprise (MBE)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing; (iii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-

day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Women-owned Business Enterprise (WBE)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing; (iii) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

## **EXHIBIT I: SPECIAL PROVISIONS**

Intentionally Deleted

## Town of Riverhead Community Development Agency

Adopted

## Resolution # 18

Authorizes Chairman to Execute License Agreements

Member Kwasna \_\_\_\_\_ offered the following resolution,

which was seconded by Member Lull \_\_\_\_\_:

**WHEREAS**, Michael Reilly Design has requested use of Building 06-04 at the Calverton site beginning November 1, 1999 for up to six months; and

**WHEREAS**, Stony Brook Manufacturing has requested use of Building 06-42 at the Calverton site beginning November 1, 1999 for up to six months; and

**WHEREAS**, Global Marine has requested use of Building 06-74 at the Calverton site beginning November 1, 1999 for up to six months; and

**WHEREAS**, Calverton Camelot, LLC. has requested Town Board consent to the subject License Agreements; and

**WHEREAS**, the balancing of public interests must be considered when one public agency's zoning affects another public agency; and

**WHEREAS**, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration allowing for the Town's zoning ordinance to be complied with;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

**WHEREAS**, the CDA will realize net income of \$4 per square foot during the license period.

**THEREFORE, BE IT RESOLVED**, that the CDA hereby authorizes the Chairman to execute license agreements substantially in the form attached hereto.

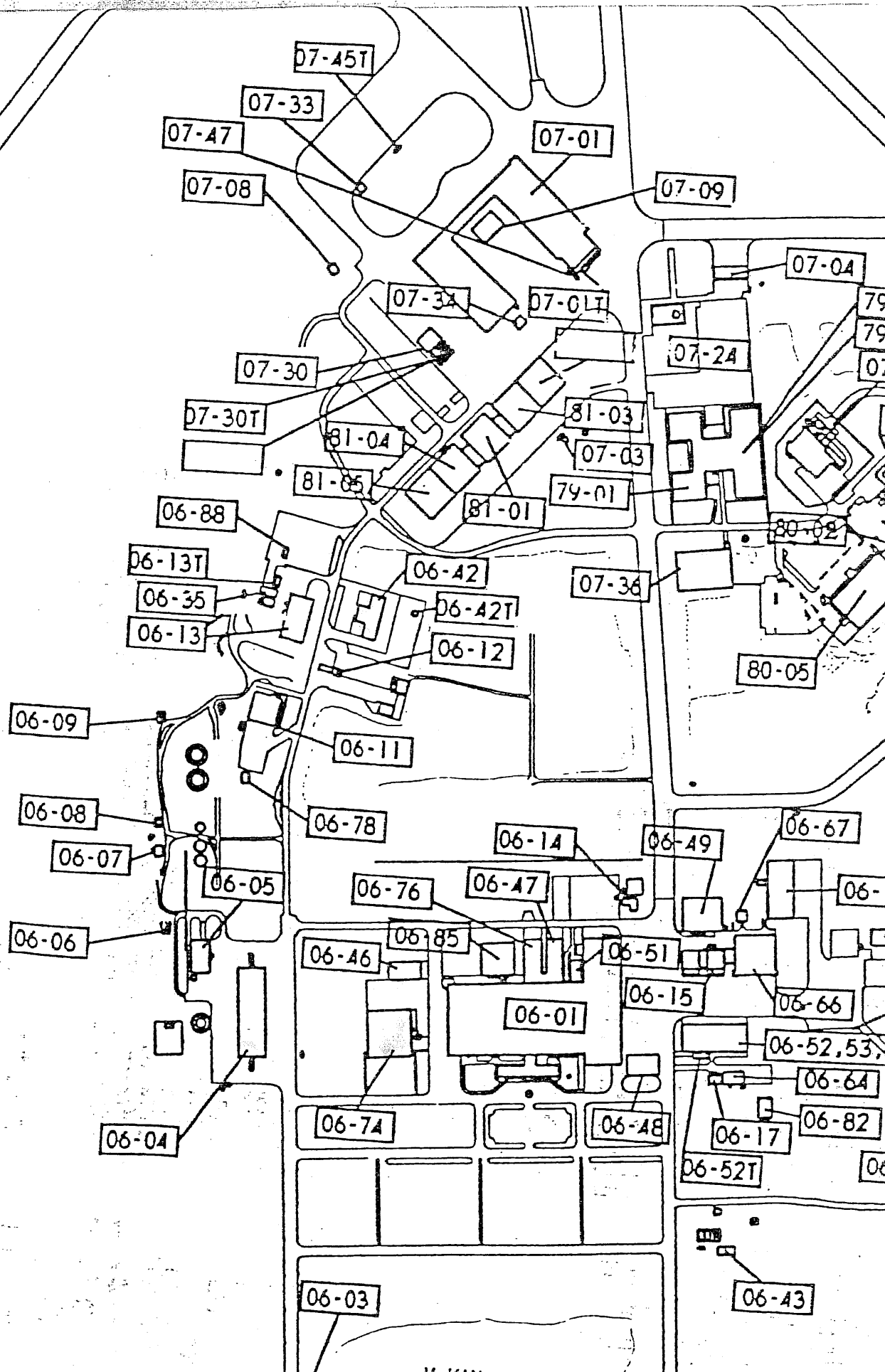
**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Kwasna	<u>YES</u>
Member Kent	<u>YES</u>
Member Cardinale	<u>YES</u>
Member Lull	<u>YES</u>
Chairman Villella	<u>YES</u>

**THIS RESOLUTION IS ADOPTED.**





## LICENSE

LICENSE ("License"), made as of the 1st day of November, 1999, by and between **THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY**, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and **STONY BROOK MANUFACTURING**, a \_\_\_\_\_ having an address at \_\_\_\_\_ Attention: \_\_\_\_\_ ("Licensee").

### W I T N E S S E T H:

**WHEREAS**, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 11,356 square feet in building #06-42 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING**. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. **TERM OF LICENSE**. The term of this License (the "Term") shall commence on November 1, 1999 (the "License Commencement Date") and shall end on the earlier of (a) May 1, 2000 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton/Camelot LLC (in either case, the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to

be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. CONDITION OF LICENSE PREMISES. Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. SECURITY DEPOSIT. Licensee shall deposit with Licensor on the date hereof an amount equal to \$3,785 as security for the faithful performance and observance by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensor may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensor shall return to Licensee such deposit, less any amounts to which Licensor is entitled pursuant to the terms hereof.

5. LICENSE FEE. Licensee shall pay to Licensor, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$11,355 and (b) on the first business day of each month commencing with February, 2000, an amount equal to \$3,785 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to January 31, 2000, Licensor and Licensee shall equitably prorate the amount of the Fee actually paid to Licensor for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

6. PAYMENT. The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensor a

sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. USE; COVENANTS. (a) Licensee shall use the License Premises only for metal fabrication (the "Uses"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access, (iii) Licensee shall prohibit any person from smoking, or

carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee

access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensors have the right to enjoin Licensee's performance of the Uses.

9. INDEMNITY. (a) Licensee shall indemnify and hold Licensors harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensors' gross negligence or willful misconduct.

10. BROKERS. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensors harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensors may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensors as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. NOTICES. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at \_\_\_\_\_, Attention: \_\_\_\_\_, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.

12. HAZARDOUS SUBSTANCES. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in for uses such as the Uses and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term

"Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) In addition to the foregoing, Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations.

(c) Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute  
this License as of the date and year first above written.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

Name:

Title:

LICENSEE:

STONY BROOK MANUFACTURING

By: \_\_\_\_\_

Name:

Title:



## LICENSE

LICENSE ("License"), made as of the 1st day of November, 1999, by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and MICHAEL REILLY DESIGN, a \_\_\_\_\_ having an address at \_\_\_\_\_ Attention: \_\_\_\_\_ ("Licensee").

### W I T N E S S E T H:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 33,600 square feet in building #06-04 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. LICENSING. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. TERM OF LICENSE. The term of this License (the "Term") shall commence on November 1, 1999 (the "License Commencement Date") and shall end on the earlier of (a) May 1, 2000 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton/Camelot LLC (in either case, the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to

be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. CONDITION OF LICENSE PREMISES. Licensee agrees to accept the License Premises "as is," and Licensors shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. SECURITY DEPOSIT. Licensee shall deposit with Licensors on the date hereof an amount equal to \$11,200 as security for the faithful performance and observance by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensors may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensors shall return to Licensee such deposit, less any amounts to which Licensors is entitled pursuant to the terms hereof.

5. LICENSE FEE. Licensee shall pay to Licensors, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$33,600 and (b) on the first business day of each month commencing with February, 2000, an amount equal to \$11,200 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to January 31, 2000, Licensors and Licensee shall equitably prorate the amount of the Fee actually paid to Licensors for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

6. PAYMENT. The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensors in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensors a

sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. USE; COVENANTS. (a) Licensee shall use the License Premises only for the design and manufacturing of household and commercial woodworking (the "Uses"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access,

(iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. ASSIGNMENT AND LICENSING. Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. LICENSOR'S REMEDIES. (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License

Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licenser have the right to enjoin Licensee's performance of the Uses.

9. INDEMNITY. (a) Licensee shall indemnify and hold Licenser harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licenser's gross negligence or willful misconduct.

10. BROKERS. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licenser harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licenser may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licenser as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. NOTICES. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at \_\_\_\_\_, Attention: \_\_\_\_\_, and if such notice is directed to Licenser, it shall be addressed to Licenser at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licenser or Licensee shall designate.

12. HAZARDOUS SUBSTANCES. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in for uses such as the Uses and (y) used, stored, transported, and disposed of in strict

compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.

(b) In addition to the foregoing, Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations.

(c) Indemnification. Licensee shall indemnify and hold harmless Licensors from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensors directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 12. The foregoing indemnity shall survive the expiration or sooner termination of this License.

13. MISCELLANEOUS. (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with the Uses without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSE

LICENSE ("License"), made as of the 1st day of November, 1999, by and between THE TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, having an address at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss ("Licensor"), and GLOBAL MARINE, a \_\_\_\_\_ having an address at \_\_\_\_\_ Attention: \_\_\_\_\_ ("Licensee").

W I T N E S S E T H:

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, the right to use approximately 30,000 square feet in building #06-74 (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"); upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. LICENSING. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby Licenses from Licensor, the right to use the License Premises.

2. TERM OF LICENSE. The term of this License (the "Term") shall commence on November 1, 1999 (the "License Commencement Date") and shall end on the earlier of (a) May 1, 2000 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton/Camelot LLC (in either case, the "Expiration Date") or on such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to



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be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.

3. CONDITION OF LICENSE PREMISES. Licensee agrees to accept the License Premises "as is," and Licensors shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with respect to the condition of the License Premises, or with respect to any improvements or fixtures thereon or attached thereto, have been made to it.

4. SECURITY DEPOSIT. Licensee shall deposit with Licensors on the date hereof an amount equal to \$10,000 as security for the faithful performance and observance by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensors may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensors shall return to Licensee such deposit, less any amounts to which Licensors is entitled pursuant to the terms hereof.

5. LICENSE FEE. Licensee shall pay to Licensors, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$30,000 and (b) on the first business day of each month commencing with February, 2000, an amount equal to \$10,000 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to January 31, 2000, Licensors and Licensee shall equitably prorate the amount of the Fee actually paid to Licensors for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than the Parking Area. Licensee further covenants and agrees not to permit any person that is not in a motor vehicle to enter the Calverton Site. Notwithstanding the foregoing, Licensee shall be permitted to admit pedestrians into the Calverton Site to the extent necessary to ensure the safety of such pedestrians.

6. PAYMENT. The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check made payable to the order of The Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensors in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever. In every case in which Licensee is required to pay to Licensors a

sum of money and said sum (or any portion thereof) is not paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.

7. USE; COVENANTS. (a) Licensee shall use the License Premises only for the manufacturing of fiberglass marine products (the "Uses"), to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make such restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit A. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor and Grubb & Ellis Management Services, Inc. as additional insureds. In the event that any item or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that (i) at all times during the Term, adequate private security shall be present at the Calverton Site to protect persons and property at the Calverton Site, (ii) only the gate at the south end of the Calverton Site (the "Access Point") shall be used for access,

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(iii) Licensee shall prohibit any person from smoking, or carrying, using or drinking any alcoholic beverage or illegal substance, at the Calverton Site and adequate signage stating that smoking and carrying, using or drinking alcoholic beverages or illegal substances is prohibited at the Calverton Site shall be posted at the Access Point and (iv) Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

7. ASSIGNMENT AND LICENSING. Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly, shall be deemed to be an assignment of this License.

8. LICENSOR'S REMEDIES. (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) Licensor may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License

0663286.02

Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensors have the right to enjoin Licensee's performance of the Uses.

9. INDEMNITY. (a) Licensee shall indemnify and hold Licensors harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensors' gross negligence or willful misconduct.

10. BROKERS. Licensee represents that it has not dealt with any broker or finder with respect to this License. Licensee agrees to indemnify and hold Licensors harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensors may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensors as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.

11. NOTICES. Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at \_\_\_\_\_, Attention: \_\_\_\_\_, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.

12. HAZARDOUS SUBSTANCES. (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in for uses such as the Uses and y) used, stored, transported, and disposed of in strict

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute  
this License as of the date and year first above written.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name:  
Title:

LICENSEE:

GLOBAL MARINE

By: \_\_\_\_\_  
Name:  
Title:

10/19/99

Adopted

TOWN OF RIVERHEAD

Resolution # 918

APPOINTS ENGINEERING INSPECTOR

COUNCILMAN CARDINALE offered the following  
resolution, which was seconded by COUNCILMAN KENT

**WHEREAS**, a vacancy exists for the position of Engineering Inspector in the Town Engineer's Office, and

**WHEREAS**, the Suffolk County Department of Civil Service established list #99A-466, and

**WHEREAS**, David Andruszkiewicz received the highest score on this certified list supplied by the County of Suffolk, and

**WHEREAS**, it is the recommendation of the Town Engineer that David Andruszkiewicz be appointed from that list.

**NOW, THEREFORE, BE IT RESOLVED**, that effective October 25, 1999, the Town Board hereby appoints David Andruszkiewicz to the position of Engineering Inspector, Group 6, Step 3 of the Administrative Salary Schedule of the CSEA Contract; and

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to David Andruszkiewicz, the Town Engineer's Office, and the Office of Accounting.

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

10/19/99

Adopted

TOWN OF RIVERHEAD

Resolution # 919

**ACCEPTS PERFORMANCE BOND OF MAIDSTONE LANDING**

Councilman Kwasna offered the following resolution, was seconded by

Councilman Lull :

**WHEREAS**, by Resolution #653 of 1999, the Riverhead Town Board did approve the site plan application of Maidstone Landing, LLC and allow the construction of 82 condominium units on real property located at Sound Avenue, Jamesport, New York; and

**WHEREAS**, Maidstone Landing, LLC had previously posted two (2) certified checks totaling the sum of \$25,000.00 for the construction made part of a former site plan approval; and

**WHEREAS**, it has been determined that the sum of \$25,000.00 posted with the Town of Riverhead does not equal 5% of the total construction cost of the project pursuant to Section 108-133 I. of the Riverhead Town Code; and

**WHEREAS**, the Town Board has determined that a total sum of \$50,000.00 be posted with the Town of Riverhead representing sufficient security to cover the landclearing to be conducted at the Maidstone Landing site.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby accepts the RLI Insurance Company Performance Bond #0100431 issued to the Town of Riverhead in the sum of \$50,000.00 and that upon receipt of said bond, the Town Clerk is hereby directed to return the previously posted bonds (2) totaling the sum of \$25,000.00; and be it further

**RESOLVED**, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Peter S. Danowski, Jr., Esq., attorney for Maidstone Landing, LLC, 616 Roanoke Avenue, P.O. Box 779, Riverhead, New York, 11901; the Building Department; the Planning Department and the Office of Accounting.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

October 19, 1999

Adopted

**TOWN OF RIVERHEAD**

**RESOLUTION# 920**

**AUTHORIZATION TO PUBLISH BID FOR  
STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS**

Councilman Cardinale offered the following resolution which was seconded by Councilman kwasna.

BE IT RESOLVED, that the Town Board hereby authorized the Town Clerk to advertise for sealed bids for the purchase of **STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS** for use by the Town of Riverhead.

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the **October 28, 1999** issue of the News Review.

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED



**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on November 10, 1999.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

OCTOBER 19, 1999

TOWN OF RIVERHEAD

RESOLUTION# 921

AUTHORIZATION TO PUBLISH BID FOR FOOD

Councilman Kent offered the following resolution which was seconded by Councilman Lull.

BE IT RESOLVED, that the Town Board hereby authorized the Town Clerk to advertise for sealed bids for the purchase of **FOOD** for use by the Town of Riverhead.

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the **October 28, 1999** issue of the News Review.

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Villalta ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:05am** on **November 10, 1999.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR FOOD.**

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

Barbara Grattan, Town Clerk

Adopted

October 19, 1999

TOWN OF RIVERHEADRESOLUTION# 922AUTHORIZATION TO PUBLISH BID FOR MEAT

Councilman Lull offered the following resolution which was seconded by Councilman Cardinale

BE IT RESOLVED, that the Town Board hereby authorized the Town Clerk to advertise for sealed bids for the purchase of **MEAT** for use by the Town of Riverhead.

BE IT RESOLVED, the Town Clerk is hereby authorized to publish and post the following public notice in the **October 28, 1999** issue of the News Review.

BE IT RESOLVED, that the Town Clerk be, and hereby is, authorized to forward a copy of this resolution to the Purchasing Department.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **MEAT** for use by the **TOWN OF RIVERHEAD** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:10am** on **November 10, 1999.**

Bid packets, including Specifications, may be obtained at the Town Clerk's office at Town Hall Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR MEAT.**

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

Barbara Grattan, Town Clerk

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 923

AWARDS BID FOR CARRIAGE HOUSE EXTERIOR RENOVATIONS

Adopted: October 19, 1999

Councilman Kwasna offered the following resolution which was seconded by Councilman Kent.

WHEREAS, the Town Clerk was authorized to post and publish a notice to bidders for the Carriage House Exterior Renovations; and

WHEREAS, three (3) bids were received, opened and read aloud on the 8<sup>th</sup> day of September, 1999.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Carriage House Exterior Renovations be and is hereby awarded to Carter-Melence, Inc. in the amount of \$8,900.00 plus Alternate 2.1 (Exterior Doors and Windows) \$21,875.00 plus Alternate 2.2 (Exterior Siding Replacement and Painting) \$16,200.00 and Alternate 3.1 (Roof and Siding Sheathing Replacement) as required and approved by the Town of Riverhead at \$10.00 per square foot (square footage to be determined by the town of Riverhead as work progresses). Total Bid award \$46,975, plus \$10/square foot for sheathing replacement as deemed necessary by the Town of Riverhead; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Carter-Melence, Inc, Martin Sendlewski, Ken Testa and the Office of Accounting.

THE VOTE  
Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

*Adopted*

**TOWN OF RIVERHEAD**  
**RESOLUTION # 924**

**RATIFIES THE AUTHORIZATION OF THE TOWN CLERK TO POST AND PUBLISH NOTICE TO BIDDERS FOR EXCAVATION OF TEST BORINGS, TRENCHES AND TEST PITS AT THE MUNICIPAL LANDFILL AS PART OF THE LANDFILL RECLAMATION FIELD INVESTIGATION**

**Adopted: October 19, 1999**

Councilman Kent offered the following resolution which was  
seconded by Councilman Cardinale.

**RESOLVED**, that the Town Board of the Town of Riverhead does hereby ratify the publication of the NYS DEC required attached Notice to Bidders for excavation of test borings, trenches and test pits at the Municipal Landfill site as part of the Landfill Reclamation Field Investigation in the October 14, 1999 issue of the official Town newspaper; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ken Testa, Thomas C. Wolpert, Young & Young and the Office of Accounting.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids for the excavation of test borings, trenches and test pits at the municipal landfill in the Town of Riverhead, will be received by the Town Clerk of the Town of Riverhead at the Town Hall, 200 Howell Avenue, Riverhead, New York, until 11:00 am prevailing time, on Friday, October 29, 1999 at the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 19011 at which time and place they will be publicly opened and read for the following contract:

**Landfill Reclamation Field Investigation  
Riverhead Landfill  
at Baiting Hollow, Town of Riverhead,  
Suffolk County, New York**

**Plans and specification may be obtained on or about Monday, October 18, 1999, at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, NY, Monday through Friday, except holidays. A deposit of \$50.00 will be required for each set furnished.**

**Each proposal must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the total bid, made payable to Vincent G. Villella, Supervisor, Town of Riverhead, as set forth in the Information to Bidders.**

**The Town Board reserves the right to reject any or all bids, to waive any informalities, and to accept such alternate bids which, in the opinion of the Town Board, will be in the best interests of the Town of Riverhead.**

**BY ORDER OF THE RIVERHEAD TOWN BOARD  
Barbara A. Grattan, Town Clerk**

**Dated: October 19, 1999  
Riverhead, New York**



10/19/99

Adopted

## TOWN OF RIVERHEAD

Resolution # 925

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO  
CONSIDER A PROPOSED LOCAL LAW AMENDING CHAPTER 101 ENTITLED,  
"VEHICLES AND TRAFFIC" OF THE RIVERHEAD TOWN CODE  
(ADDITION OF STOP SIGNS)**

Councilman Lull \_\_\_\_\_ offered the following resolution, was seconded by

Councilman Kwasna \_\_\_\_\_ :

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider an amendment to a local law amending Chapter 101 entitled, "Vehicles and Traffic", of the Riverhead Town Code, once in the October 28, 1999 edition of the **News Review**, hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to be posted on the sign board of the Town in the Office of the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Charles Bloss, Highway Superintendent; Kenneth Testa, P.E. and the Riverhead Police Department.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

**THEREUPON DULY DECLARED ADOPTED**

**TOWN OF RIVERHEAD  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held on the 3rd day of November, 1999 at 2:25 o'clock p.m., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons to consider a local law (addition of stop signs) amending Chapter 101 entitled "Vehicles and Traffic" of the Riverhead Town Code as follows:

**§101-3. Stop and yield intersections; railroad crossings; parking fields.**


A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

<b>Intersection</b>	<b>Stop Sign on</b>	<b>Entrance From</b>
<u>Benjamin Street</u>	<u>Wading River Manor Road</u>	<u>North and South</u>
<u>Francis Street</u>	<u>Wading River Manor Road</u>	<u>North and South</u>
<u>Timothy Lane</u>	<u>High Meadow Lane</u>	<u>West – two intersections</u>
<u>High Meadow Lane</u>	<u>Timothy Lane</u>	<u>North and South – Two intersections</u>
<u>Peconic Bay Boulevard</u>	<u>Town Beach Road</u>	<u>South</u>

Dated: Riverhead, New York  
October 19, 1999

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**BARBARA GRATTAN, Town Clerk**

 Underline represents addition(s)

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 926

**AUTHORIZES THE TOWN CLERK TO POST AND PUBLISH NOTICE TO  
BIDDERS FOR THE  
SUFFOLK THEATER ALLEYWAY AND CURBLINE MODIFICATIONS**

**Adopted: October 19, 1999**

Councilman Kwasna offered the following resolution which  
was seconded by Councilman Cardinale.

**RESOLVED**, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders in the October 28, 1999 issue of the official Town newspaper, in the next available issue of FW Dodge Construction News Services, 510 Broad Hollow Road, Suite 307-A, Melville, NY 11747 (516)293-9025 and the New York State Contract Reporter on attached form; and

**BE IT FURTHER RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Ken Testa, Andrea Lohneiss and the Office of Accounting.

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

## **TOWN OF RIVERHEAD**

### **NOTICE TO BIDDERS**

**Sealed proposals for the Suffolk Theater Alleyway and Curbline Modifications, will be received by the Town of Riverhead at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am prevailing time on December 1, 1999, at which time and place they will be publicly opened and read aloud.**

**Plans and specifications may be examined and/or obtained on or about October 28, 1999, at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays.**

**A deposit of \$50.00 will be required for each copy of the Contract Documents.**

**Each proposal must be submitted on the form provided and must be accompanied by a bid surety as stated in the Instructions to Bidders.**

**The Town of Riverhead reserves the right to reject any and all bids.**

**BY ORDER OF THE RIVERHEAD TOWN BOARD**

**Barbara A. Grattan, Town Clerk  
Riverhead, New York**

**Dated: October 19, 1999**

October 19, 1999

Adopted

TOWN OF RIVERHEAD

Resolution # 927

**APPROVES SITE PLAN OF JIFFY LUBE-ABOVE GROUND TANKS**

Councilman Cardinale offered the following resolution,  
which was seconded by Councilman Kent:

**WHEREAS**, a site plan and elevations were submitted by Jiffy Lube, for installation of three 1,000 gallon tanks above ground, located at 995 Old Country Rd. Riverhead, New York, known and designated as Suffolk County Tax Map Number 600-108-4-11.2; and

**WHEREAS**, the Planning Department has reviewed the site plan dated November 5, 1998, as prepared by Maltezos Consulting Engineering P.C., and elevations dated July 14, 1999, as prepared by Pandolfo Company Inc., and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

**WHEREAS**, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a(n) Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 98-001207 of the Office of the Supervisor of the Town of Riverhead; and;

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the site plan and elevations submitted by Jiffy Lube, for Installation of three 1,000 gallon tanks above ground, located at 995 Old Country Rd. Riverhead, New York, site plan dated November 5, 1998, as prepared by Maltezos Consulting Engineering P.C., and elevations dated July 14, 1999, as prepared by Pandolfo Company, Inc., be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan proves and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Empire Lube General Partnership hereby authorizes and consents to the Town of Riverhead to enter premises at 995 Old Country Rd. Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;

11. That all utilities shall be constructed underground;
12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;
15. That the materials of the proposed block wall match in both specification and color the materials of the existing building; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Jiffy Lube, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

## DECLARATION AND COVENANTS

**THIS DECLARATION**, made the \_\_\_\_ day of \_\_\_\_\_, 1998, made by Empire Lube General Partnership, residing at PO Box 80031 Springfield MA, 01138, Declarant:

### WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

**WHEREAS**, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

**WHEREAS**, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

### NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;



4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, Empire Lube General Partnership hereby authorizes and consents to the Town of Riverhead to enter premises at 995 Old Country Rd. Riverhead, New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all utilities shall be constructed underground;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;

14. That the materials of the proposed block wall match in both specification and color the materials of the existing building.

Declarant has hereunto set his/her hand and seal the day and year above first written.

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Empire Lube General Partnership

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came Empire Lube General Partnership, to me known and known to be the individual who executed the foregoing instrument; that (s)he is the owner of certain real property located at 995 Old Country Rd. Riverhead, New York, the subject property of this Declaration and Covenant, and understands the content thereof; and that (s)he did swear to me that (s)he executed the same.

---

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

---

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came \_\_\_\_\_ who, being sworn by me, did depose and say: that (s)he is the \_\_\_\_\_ of \_\_\_\_\_; that (s)he knows the seal of the corporation; that the seal affixed to this instrument is said seal; and that it was affixed by order of the Board of Directors of the Corporation.

\_\_\_\_\_  
NOTARY\_\_\_\_\_  
PUBLIC**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Mont	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	...	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villalta	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

Adopted

October 19, 1999

TOWN OF RIVERHEAD

Resolution # 928

**APPROVES SITE PLAN OF TANGER SUITE 400**

Councilman Kwasna offered the following resolution,  
which was seconded by Councilman Lull:

**WHEREAS**, a site plan and elevations were submitted by Tanger Properties Partnership, for 12,000 sq foot building, located at Rt. 58 Riverhead, New York, known and designated as Suffolk County Tax Map Number 0600-118-3-4; and

**WHEREAS**, the Planning Department has reviewed the site plan dated September 28, 1999, as prepared by Joseph A. Ingegno, and elevations dated August 27, 1999, as prepared by Adams Hennon, and has recommended to the Town Board of the Town of Riverhead that said site plan application be approved; and

**WHEREAS**, the project has undergone an environmental review pursuant to 6 NYCRR Part 617, which review resulted in the preparation of an EIS and agency findings, such documents being on file in the office of the Town Clerk; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131 B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 99-000913 of the Office of the Supervisor of the Town of Riverhead; and;

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the site plan and elevations submitted by Tanger Properties Partnership, for 12,000 sq foot building, located at Rt. 58 Riverhead , New York, site plan dated September 28, 1999, as prepared by Joseph A. Ingegno, and elevations dated August 27, 1999, as prepared by Adams Hennon, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;

2. That a covenant containing all the limitations and provisions of these approvals contained in this resolution, in a form as attached, shall be recorded with the Suffolk County Clerk and a copy of such recorded covenant shall be filed with the Riverhead Town Clerk. This resolution shall not become effective until such covenant is duly recorded with the Suffolk County Clerk's Office and filed with the Riverhead Town Clerk;
3. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan review and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
4. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
5. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
6. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
7. That parking, paving and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
8. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
9. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, H.T. Hogan Jr. hereby authorizes and consents to the Town of Riverhead to enter premises at Rt. 58 Riverhead, New York, to enforce said handicapped parking regulations;
10. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter; and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
11. That all utilities shall be constructed underground;

12. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall post a performance bond or other equivalent security. The performance bond or other equivalent security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the Town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof.
13. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
14. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Tanger Properties Partnership, the Riverhead Planning Department, Riverhead Building Department, and the Town Engineer.

## DECLARATION AND COVENANTS

**THIS DECLARATION**, made the \_\_\_\_ day of \_\_\_\_\_, 1998, made by H.T. Hogan Jr., residing at 108 Forest Ave, PO Box 447 Locust Valley, Declarant:

### WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situate in the Town of Riverhead, Suffolk County, New York, more particularly bounded and described as set forth in SCHEDULE "A" annexed hereto, as provided by Declarant; and

**WHEREAS**, for and in consideration of the granting of said site plan, the Town Board of the Town of Riverhead has deemed it to be in the best interests of the Town of Riverhead, and the owner and prospective owners of said parcel, that the within covenants and restrictions be imposed on said parcel, and as a condition of granting said site plan and said Town Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

**WHEREAS**, Declarant has considered the foregoing and determined that same will be in the best interest of the Declarant and subsequent owners of said parcel.

### NOW, THEREFORE, THIS DECLARANT WITNESSETH:

That Declarant, for the purpose of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said premises herein described shall hereafter be subject to the following covenants which shall run with the land, and shall be binding upon all purchasers and holders of said premises, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

1. That the provisions of the **Riverhead Town Code**, which are not addressed by this resolution, or other official action of the Town shall, at all times, be complied with by the owner of the property covered by this site plan;
2. That the form, design, location, and color of all signage shall be submitted to the Town Board for its review and approval pursuant to the site plan process and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the **Riverhead Town Code** shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 108-110.7 and any restrictions imposed as a condition of the site plan approval granted herein;
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;

4. That the applicant is familiar with the **Riverhead Town Code**, Chapter 96, entitled , "Trash, Rubbish and Refuse Disposal," and Chapter 98, prohibiting the accumulation of litter, and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. Parking, paving, and drainage shall be provided pursuant to specifications outlined in the **Riverhead Town Code**;
7. That the parking area shall be maintained pursuant to specifications outlined in the **Riverhead Town Code**;
8. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed thereto. Further, by execution and filing of this document, H.T. Hogan Jr. hereby authorizes and consents to the Town of Riverhead to enter premises at Rt. 58 Riverhead , New York, to enforce said handicapped parking regulations;
9. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes, or other container plantings shall likewise be maintained on a year-round basis;
10. That all utilities shall be constructed underground;
11. That pursuant to Section 108-133I of the **Code of the Town of Riverhead**, the applicant, upon approval of a final site plan by this resolution and prior to the issuance of a building permit, shall pose a performance bond or other equivalent security. The performance bond or other security assures the performance of all the conditions of the building permit in accordance with the site plan approval. The Supervisor, upon approval from the Town Attorney as to form, is hereby authorized to accept said performance bond or other security, which shall be filed with the Town Clerk subsequent to approval of the site plan herein. The building permit shall not be issued until the town Clerk certifies that the performance bond or other security has been filed in the Office of the Town Clerk of the Town of Riverhead. Said security shall be in full force and effect for the term of the building permit or any renewal thereof;
12. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content, and gradation;
13. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock," as published by the American Association of Nurserymen;



Declarant has hereunto set his/her hand and seal the day and year above first written.

---

H.T. Hogan Jr.

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came H.T. Hogan Jr., to me known and known to be the individual who executed the foregoing instrument; that (s)he is the owner of certain real property located at Rt. 58 Riverhead , New York, the subject property of this Declaration and Covenant, and understands the content thereof; and that (s)he did swear to me that (s)he executed the same.

---

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

---

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:

COUNTY OF SUFFOLK)

On the \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally came \_\_\_\_\_ who, being sworn by me, did depose and say: that (s)he is the \_\_\_\_\_ of \_\_\_\_\_; that (s)he knows the seal of the corporation; that the seal affixed to this instrument is said seal; and that it was affixed by order of the Board of Directors of the Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

**THE VOTE**  
Cardinale ☒ Yes ☐ No      Gent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No      Hull ☒ Yes ☐ No  
Villalta ☒ Yes ☐ No  
THE RESOLUTION ☒ WAS NOT  
THEREUPON DULY DECLARED ADOPTED

October 19, 1999

Adopted

TOWN OF RIVERHEAD

AMBULANCE VEHICLE CAPITAL PROJECT  
BUDGET AJUSTMENT

RESOLUTION # 929

Councilman Cardinale offered the following Resolution  
which was seconded by Councilman Kwasna.

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish  
the following Budget Adjustment:

		<u>FROM</u>	<u>TO</u>
406.099010.481200.70031	AMBULANCE EQUIPMENT FUND	\$10,000	
406.045450.492150.70031	MEMBER ITEM STATE AID	10,000	
406.045450.524175.70031	AMBULANCE-1 <sup>ST</sup> RESPONDER VEHICLE		\$ 20,000

THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villola	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

10/19/99

1925

Adopted

TOWN OF RIVERHEAD

RESOLUTION # 930

**REQUESTS NYS D.O.T. TO POST REDUCED SPEED LIMIT AND SIGNAGE  
ON MANOR LANE JAMESPORT**

Councilman Kent offered the following resolution, which was seconded by  
Councilman Lull.

WHEREAS, the Town Board of the Town of Riverhead recognizes that Manor Lane, Jamesport is a populated area which requires a minimum speed limit; and

WHEREAS, there is currently signage delineating the speed limit in this area as 40 miles per hour; and

WHEREAS, this particular area of the Town of Riverhead has experienced an increasing amount of motor vehicle traffic, and as such, clear posting of applicable speed limits has become more important than ever for the health, safety and welfare of motorists and residents in the area.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead requests that the Department of Transportation of the State of New York consider the reduction in the speed limit on Manor Lane, Jamesport for 40 m.p.h. to 30 m.p.h. and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Commissioner of Transportation, State of New York, Regional Director, NYS Department of Transportation, the Riverhead Police Department and Charles Bloss, Highway Superintendent.

THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villetta	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

10/19/99

Adopted

## Town of Riverhead

Resolution # 931

Offering Support for the Child Development and Learning Center, Inc.

Councilman Lull

offered the following resolution,

which was seconded by Councilman Cardinale;

**WHEREAS**, the Town Board has consistently recognized the efforts of Rev. Charles Coverdale and trustees of the Child Development and Learning Center, Inc. to develop a 24-hour child care facility in the Town of Riverhead; and

**WHEREAS**, the Town Board recognizes that child care needs exist for parents working non-traditional hours; and

**WHEREAS**, there are residents of the East End community requiring secondary child care in unique circumstances where primary child care systems are impractical.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board hereby recognizes and supports the efforts of the Child Development and Learning Center, Inc. Board of Directors to progress and develop a facility for 215 children ages six weeks to 12 years incorporating 32,302 square feet and at a total estimated cost of \$3 million.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Riverhead Town Board commits its leadership and technical assistance to this program recognizing that child care options will provide parents with greater employment opportunities expanding their possibilities for homeownership and resulting in a more stable social fabric in the community.

**THEREFORE, BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Rev. Charles Coverdale (Child Development and Learning Center, Inc., 1018 Northville Turnpike, Riverhead, NY 11901) and Community Development Director Andrea Lohneiss.

## THE VOTE

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

*ndc/pw*

October 19, 1999

Town of Riverhead

RESOLUTION # 932

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY SOPHIE SEMASCHUK PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

Councilman Kwasna offered the following resolution, was seconded by

Councilman Kent.

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Sophie Semaschuk, located at 1031 parkway Street, Riverhead, New York 11901, known and designated as Suffolk County Tax Map#0600-124.00-01-003.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Sophie Semachuk, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD****PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 28<sup>th</sup> day of October 1999 at 1:00 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Sophie Semachuk located at 1031 Parkway Street, Riverhead, New York 11901, known and designated as Suffolk County Tax Map #0600/124.00-01-003.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures" to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Sept. 21, 1999

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk

Adopted

Oct. 19, 1999

Town of Riverhead

RESOLUTION # 933

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY RALPH NASO PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

Councilman Kent offered the following resolution, was seconded by

Councilman Cardinale.

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Ralph Naso located at 4600 Middle Country Road, Calverton, New York 11933, known and designated as Suffolk County Tax Map#0600-097.00-01-080.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Ralph Naso, 4362 Middle Country Road, Calverton, New York 11933, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department.

#### THE VOTE

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED



**TOWN OF RIVERHEAD****PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 28<sup>th</sup> day of October 1999 at 1:05 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by Ralph Naso located at 4600 Middle Country Road, Calverton, New York 11933, known and designated as Suffolk County Tax Map #0600/097.00-01-080.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures" to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Oct. 19, 1999

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk

# Adopted

October 19, 1999

Town of Riverhead

RESOLUTION # 934

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC HEARING NOTICE TO CONSIDER THE DEMOLITION OF BUILDING(S) OWNED BY ROBERT C. RAMBO PURSUANT TO CHAPTER 54 OF THE CODE OF THE TOWN OF RIVERHEAD ENTITLED, "UNSAFE BUILDINGS AND COLLAPSED STRUCTURES".**

Councilman Lull offered the following resolution, was seconded by

Councilman Kwasna.

**RESOLVED**, that the Town Clerk be and is hereby authorized to publish and post the attached public notice to consider the demolition of certain building(s) purportedly owned by Robert C. Rambo, located at 1100 Delores Avenue, Riverhead, New York 11901, known and designated as Suffolk County Tax Map#0600-102.00-03-013.00; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Robert C. Rambo, 612 East Main Street, Riverhead, New York 11901, The Code Enforcement Officer, The Assessor's Office, Town Engineer's Office; Town Attorney's Office and the Town Building Department.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

## TOWN OF RIVERHEAD

### PUBLIC NOTICE

**PLEASE TAKE NOTICE**, that a public hearing will be held on the 18<sup>th</sup> day of November 1999 at 1:10 PM at Town Hall, 200 Howell Avenue, Riverhead, New York, to hear all interested persons, to consider whether the owner of real property purportedly owned by **Robert C. Rambo** located at **612 East Main Street**, Riverhead, New York 11901, known and designated as Suffolk County Tax Map #0600/102.00-03-013.00, should secure the buildings(s) situated on said property so that the health, safety and welfare of the residents of the Town of Riverhead shall not be endangered or, if the building(s) are found to be in an unsafe condition as described pursuant to Chapter 54 of the Code of the Town of Riverhead entitled, "Unsafe Buildings and Collapsed Structures" to be repaired and secured or demolished and removed.

Dated: Riverhead, New York  
Oct. 19, 1999

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD  
BARBARA GRATTAN, Town Clerk

Adopted

October 19, 1999

TOWN OF RIVERHEAD  
JOINT SCAVENGER WASTE DISTRICT  
BUDGET AJUSTMENT  
RESOLUTION # 935

Councilman Kwasna offered the following Resolution  
which was seconded by Councilman Cardinale.

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish  
the following Budget Adjustment:

	<u>FROM</u>	<u>TO</u>
918.081890.547504 SANITATION EXPENSE	\$5,200	
918.081890.542100 OFFICE SUPPLIES		\$ 200
918.081890.541400 EQUIPMENT REPAIR		5,000

THE VOTE  
Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

October 19, 1999

Adopted

TOWN OF RIVERHEADSEWER DISTRICT  
BUDGET AJUSTMENTRESOLUTION # 936

Councilman Cardinale offered the following Resolution  
which was seconded by Councilman Kent.

**BE IT RESOLVED**, that the Supervisor be, and hereby is, authorized to establish  
the following Budget Adjustment:

	<u>FROM</u>	<u>TO</u>
114.081300.547504 SANITATION EXPENSE	\$700	
114.081100.542100 OFFICE SUPPLIES		\$ 700

**THE VOTE**

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
 Villiella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

Adopted

October 19, 1999

**TOWN OF RIVERHEAD**  
**BUSINESS IMPROVEMENT DISTRICT**  
**BUDGET AJUSTMENT**

**RESOLUTION # 937**

Councilman Kwasna \_\_\_\_\_ offered the following Resolution  
which was seconded by Councilman Lull \_\_\_\_\_.

BE IT RESOLVED, that the Supervisor be, and hereby is, authorized to establish  
the following Budget Adjustment:

	<u>FROM</u>	<u>TO</u>
118.000000.390599 APPROPRIATED FUND BALANCE	\$10,000	
118.064100.542609 PROMOTIONS EXPENSE		\$ 10,000

**THE VOTE**  
Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED

*Withdrawn*

10/19/99

TOWN OF RIVERHEAD

Resolution # 938

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE WHEN LETTER OR NOTIFICATION AND INTENT IS RECEIVED IN CONNECTION WITH INDIVIDUALIZED RESIDENTIAL ALTERNATIVE FOR THE DEVELOPMENTALLY DISABLED (GROUP HOME LIVING)**

Councilman Cardinale offered the following resolution, was seconded by

Councilman Kwasna :

**WHEREAS**, as provided in Section 41.34 of the Mental Hygiene Law, any agency that wishes to establish and operate an Individualized Residential Alternative (IRA) residence within the Town of Riverhead must submit a letter of notification and intent as to the location of the proposed residence; and

**WHEREAS**, the Town Board of the Town of Riverhead must respond to the sponsoring agency within 40 (forty) days of the date of the letter of notification and intent; and

**WHEREAS**, the Town Board of the Town of Riverhead determines that it be in the best interest of Town of Riverhead residents to be made aware of the submission of the letter of notification and intent of the proposed Individualized Residential Alternative (IRA).

**NOW THEREFORE BE IT RESOLVED**, that upon receipt of a letter of notification and intent to operate a Individualized Residential Alternative residence by a sponsoring agency, the Town Clerk be and is hereby authorized to publish a public notice of same once in the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the public notice to be posted on the sign board of the Town; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Supervisor's Office and the Office of the Town Attorney.

**COUNCILMAN KENT OFFERED TO WITHDRAW THIS RESOLUTION, WHICH WAS SECONDED BY COUNCILMAN CARDINALE  
ALL COUNCILMEN IN FAVOR OF WITHDRAWING THE RESOLUTION.**

**THE RESOLUTION WAS THEREUPON DECLARED TO BE DULY WITHDRAWN**

c:\msword\Laura\reso\grouphome.reso

**THE VOTE**

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ ~~WAS NOT~~

THEREUPON DULY DECLARED ADOPTED

October 19, 1999

1937  
Adopted

## TOWN OF RIVERHEAD

Resolution # 939

### **ACCEPTS DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT – CHANGE OF ZONE & SPECIAL PERMIT PETITIONS OF RIVERHEAD CENTRE, LLC**

Councilman Lull offered the following resolution which  
was seconded by Councilman Kent

**WHEREAS**, the Riverhead Town Board is in receipt of petitions from Riverhead Centre, LLC to affect change of zone and special permit approvals to allow the construction of a 395,000 square foot destination commercial shopping center on real property located at Route 58, Riverhead, and

**WHEREAS**, by resolution #570 of 1999, the Riverhead Town Board did determine the action to be Type I and that a Draft Supplemental Environmental Impact Statement (DSEIS) shall be prepared, and

**WHEREAS**, a scoping hearing upon the DSEIS was held on June 28, 1999, and

**WHEREAS**, a draft scope of issues was prepared by the applicant and transmitted to the Planning Director, and

**WHEREAS**, a final scope of issues was prepared by the Planning Department and transmitted to the petitioner, and

**WHEREAS**, the petitioner has submitted a DSEIS to the Planning Department which has reviewed the document and has recommended that the Lead Agency accept the document as adequate, and

**WHEREAS**, the Town Board has carefully considered the content of the DSEIS with respect to the final scope of issues as prepared by the Town Planning Department, now

**THEREFORE, BE IT**

**RESOLVED**, that the Riverhead Town Board hereby formally accepts the DSEIS as prepared by DRU Associates (October, 1999) submitted in support of the change of zone and special permit petitions of Riverhead Centre, and



**BE IT FURTHER**

**RESOLVED**, that a certified copies of this resolution be transmitted to the Planning Board, Planning Department and Charles Cuddy, Esq. as attorney for the applicant.

*abstain*

**THE VOTE**

Cardinale ☒ Yes ☐ No Kent ☒ Yes ☐ No

Kwasna ☒ Yes ☐ No Lull ☒ Yes ☐ No

Villola ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

10/19/99

Adopted

## TOWN OF RIVERHEAD

Resolution # 940

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE DISPOSAL" OF THE RIVERHEAD TOWN CODE**

Councilman Kwasna \_\_\_\_\_ offered the following resolution, was seconded by

Councilman Lull \_\_\_\_\_ :

**WHEREAS**, Section 96-2. B. of the Riverhead Town Code provides that the Town Board may require the removal of rubbish and debris and the cutting of grass and weeds; and

**WHEREAS**, property located at 1 Wyl Lane, Baiting Hollow, New York, also known as Suffolk County Tax Map #0600-40-1-2.4 is not in compliance with the requirements of Section 96 of the Riverhead Town Code; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to require the removal of the rubbish and debris and the cutting of the grass at the property above mentioned.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorized the Town Clerk to serve notice upon Ashok Agreal and Mirak Agreal, P.O. Box 507, Port Jefferson, New York, 11776, by certified mail, return receipt requested and by regular mail in a plain unmarked wrapper. Such notice is to consist of a certified copy of this resolution and the attached Notice to property owner; and be it further

**RESOLVED**, that pursuant to Chapter 96, Section 96-2 E., all actual expenses incurred by the Town of Riverhead to remove the rubbish/debris, grass and weeds shall be assessed against the owner; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Ashok Agreal and Mirak Agreal, P.O. Box 507, Port Jefferson, New York, 11776; the Building Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

## THE VOTE

Cardinale ☒ Yes \_\_\_ No \_\_\_ Kent ☒ Yes \_\_\_ No \_\_\_  
 Kwasna ☒ Yes \_\_\_ No \_\_\_ Lull ☒ Yes \_\_\_ No \_\_\_  
 Villella ☒ Yes \_\_\_ No \_\_\_

THE RESOLUTION WAS ☒ WAS NOT \_\_\_

THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that pursuant to Riverhead Town Code, Section 96 of the Town of Riverhead, hereby requires that you cause the property located at 1 Wyl Lane, Baiting Hollow, New York, further described as Suffolk County Tax Map #0600-40-1-2.4, to be cleaned of all rubbish, refuse and other debris and that the weeds and grass be mowed within ten (10) days from the date of this notice.

Dated: Riverhead, New York  
October 19, 1999

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

10/19/99

Adopted

TOWN OF RIVERHEAD

Resolution # 941

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE DISPOSAL" OF THE RIVERHEAD TOWN CODE**

Councilman Cardinale offered the following resolution, was seconded by

Councilman Kent :

**WHEREAS**, Section 96-2. B. of the Riverhead Town Code provides that the Town Board may require the removal of rubbish and debris and the cutting of grass and weeds; and

**WHEREAS**, property located at 60 Riverside Drive, Riverhead, New York, also known as Suffolk County Tax Map #0600-129-6-6 is not in compliance with the requirements of Section 96 of the Riverhead Town Code; and

**WHEREAS**, the Town Board of the Town of Riverhead desires to require the removal of the rubbish and debris and the cutting of the grass at the property above mentioned.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorized the Town Clerk to serve notice upon Thomas A. Severdija, 60 Riverside Drive, Riverhead, New York, 11901, by certified mail, return receipt requested and by regular mail in a plain unmarked wrapper. Such notice is to consist of a certified copy of this resolution and the attached Notice to property owner; and be it further

**RESOLVED**, that pursuant to Chapter 96, Section 96-2 E., all actual expenses incurred by the Town of Riverhead to remove the rubbish/debris, grass and weeds shall be assessed against the owner; and be it further

**RESOLVED**, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Thomas A. Severdija, 60 Riverside Drive, Riverhead, New York, 11901; the Building Department; Kenneth Testa, P.E. and the Office of the Town Attorney.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

**TOWN OF RIVERHEAD  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that pursuant to Riverhead Town Code, Section 96 of the Town of Riverhead, hereby requires that you cause the property located at 60 Riverside Drive, Riverhead, New York, further described as Suffolk County Tax Map #0600-129-6-6, to be cleaned of all rubbish, refuse and other debris and that the weeds and grass be mowed within ten (10) days from the date of this notice.

Dated: Riverhead, New York  
October 19, 1999

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

## TOWN OF RIVERHEAD

Adopted

Resolution # 942AMENDS RESOLUTION # 9

Councilman Kwasna offered the following resolution, which  
 was seconded by Councilman Lull

**WHEREAS**, Resolution # 9 was adopted by this Town Board on January 5, 1999 which stated : effective January 5, 1999 to and including December 31, 1999, to be paid at the rate of \$35.00 per hour,

**NOW, THEREFORE, BE IT RESOLVED**, that Resolution # 9 adopted January 5, 1999, appointing a Recreation Aide with the working title of Stained Glass Instructor to the Riverhead Recreation Department be changed to read: effective October 18, 1999 to and including December 31, 1999, to be paid at the rate of \$25.00 per hour.

**BE IT FURTHER, RESOLVED**, that the Town Board hereby authorizes the Town Clerk to forward a certified copy of this resolution to David Troge, the Recreation Department and the Office of Accounting.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villella	<i>absent</i>				

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED

10/19/99

TOWN OF RIVERHEAD

Resolution #943

**AUTHORIZES THE TOWN OF RIVERHEAD TO SECURE, DEMOLISH OR REMOVE  
UNSAFE BUILDING OR STRUCTURE PURSUANT TO CHAPTER 54 OF THE  
RIVERHEAD TOWN CODE (STANLEY AND RENEE WOODSON – 17 OLD FARM  
ROAD)**

Councilman **Cardinale** offered the following resolution, was seconded by

Councilman **Kwasna**

**WHEREAS**, pursuant to Chapter 54 of the Riverhead Town Code entitled, "Unsafe Buildings and Collapsed Structures", certain land and buildings reputedly owned by Stanley & Renee Woodson located at 17 Old Farm Road, Riverhead, New York, known and designated as Suffolk County Tax Map #0600-84-1-2.74 has been determined by the Building Inspector to be unsafe and dangerous to the public;

**WHEREAS**, all notices pursuant to Chapter 54 of the Riverhead Town Code have been served; and

**WHEREAS**, a public hearing was held on the 25th day of February, 1999 at 1:15 o'clock p.m., at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice and all persons wishing to be heard were heard; and

**WHEREAS**, the owners have taken certain steps toward abating the conditions by demolishing the structure on the subject premises however, have not removed the debris of the structure in accordance with the procedures set forth in Chapter 54 of the Riverhead Town Code.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead hereby authorizes the Town Engineering Department to assist the Building Department in connection with any work done to remove the debris of any such building or structure at the subject premises; and be it further

**RESOLVED**, that pursuant to Chapter 54, Section 54-9, all actual expenses incurred by the Town of Riverhead to remove the debris of any such buildings or structures shall be assessed against the owner; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy

of this resolution to Stanley and Renee Woodson, 17 Old Farm Road, Riverhead, New York, 11901; Kenneth Testa, P.E.; the Building Department; the Tax Receiver's Office; the Assessor's Office; the Office of Accounting and the Town Attorney's Office.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Mont	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lili	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vilella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED



10/19/99

Adopted

## TOWN OF RIVERHEAD

Resolution # 944**ACCEPTS S.C.N.B. IRREVOCABLE LETTER OF CREDIT OF ZOUMAS  
CONTRACTING CORP. FOR ROAD & DRAINAGE FEES OF HUBBARD  
ESTATES**

Councilman Lull offered the following resolution, was seconded  
by Councilman Cardinale :

**WHEREAS**, by resolution adopted on July 6, 1999, the Riverhead Planning Board conditionally approved the subdivision known as "Hubbard Estates", with one of the conditions of final approval being submission and filing of a performance bond or other acceptable form of performance security in the amount of \$183,000.00 covering the road and drainage fees within said subdivision; and

**WHEREAS**, Zoumas Contracting Corp. has submitted to the Town an irrevocable letter of credit drawn by Suffolk County National Bank, Letter of Credit No. 991015 in the amount of One Hundred Eighty Three Thousand and No/100 (\$183,000.00) Dollars, a copy of which is annexed hereto; and

**WHEREAS**, said Letter of Credit is found to be acceptable security covering the road and drainage fees in the subdivision known as "Hubbard Estates".

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Riverhead be and hereby accepts Suffolk County National Bank Irrevocable Letter of Credit No. 991015 covering road and drainage fees in the sum of One Hundred Eighty Three Thousand and No/100 (\$183,000.00) Dollars; and be it further

**RESOLVED**, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Zoumas Contracting Corp., 18 Deerfield Drive, Wading River, New York, 11792; Suffolk County National Bank, Attn: David T. DeVito, 6 West Second Street, P.O. Box 269, Riverhead, New York, 11901; the Planning Department; Ken Testa, P.E.; the Building Department and the Town Attorney's Office.

**THE VOTE**

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Vilella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
THEREUPON DULY DECLARED ADOPTED



# THE SUFFOLK COUNTY NATIONAL BANK

6 WEST SECOND STREET • P.O. BOX 9000 • RIVERHEAD, NEW YORK 11901-9000 • (516) 727-2700 • FAX (516) 727-3210

October 15, 1999

Riverhead Planning Board  
Town of Riverhead  
200 Howell Avenue  
Riverhead, New York 11901

Re: Major Subdivision – Hubbard Estates  
Irrevocable Letter of Credit 991015

Dear Board Members:

By order and for the account of our client, Zoumas Contracting Corp., 18 Deerfield Drive, Wading River, New York 11792, we hereby issue in your favor our Irrevocable Letter of Credit No. 991015 up to an aggregate amount of U.S. \$183,000.00 effective immediately and expiring at our Commercial Loan Office located 1149 Old Country Road, Riverhead, New York 11901 on October 15, 2000.

Funds under this Letter of Credit are available by your sight draft(s) drawn on us, indicating our Credit No. 991015 accompanied by:

"Beneficiary's signed statement certifying that Zoumas Contracting Corp., has failed to complete certain road and drainage improvements for the final plat of Hubbard Estates, as called out by resolution of the Riverhead Planning Board dated July 6, 1999 in the amount of \$183,000.00.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one additional year from the present, unless forty-five days (45) days prior to any such date, we shall notify you in writing by certified mail at the above listed address that we elect not to consider this Letter of Credit renewed for any such additional period. In such an event the Letter of Credit may be drawn on in the full amount.

Draft(s) drawn to state: "Drawn under The Suffolk County National Bank Letter of Credit No. 991015 dated October 15, 1999."

We hereby engage with you to honor your draft(s) as specified above when accompanied by documents in conformity with the terms and conditions of this Letter of Credit when presented to: The Suffolk County National Bank, 1149 Old Country Road, Riverhead, New York 11901.

Address all correspondence regarding the Letter of Credit to The Suffolk County National Bank address mentioning our Letter of Credit No. 991015.

Except so far as otherwise expressly stated herein, the Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500.

The Suffolk County National Bank

David T. DeVito  
Vice President

Adopted

72113-3136P

Resolution # 945

At a regular meeting of the  
Town Board of the Town of  
Riverhead, Suffolk County, New  
York, held at Town Hall, 200  
Howell Avenue, in Riverhead,  
New York, in said Town, on  
October 19, 1999, at 7:00  
o'clock P.M., Prevailing  
Time.

COUNCILMAN KENT OFFERED THE RESOLUTION, WHICH WAS SECONDED BY  
COUNCILMAN KWASNA.

PRESENT:

Vincet G. Villella

Supervisor

Phil Cardinale

Councilman

Christopher Kent

Councilman

Mark Kwasna

Councilman

James Lull

Councilman

In the Matter  
of  
The establishment of a proposed  
Extension to the Riverhead Water  
District in the Town of Riverhead  
Suffolk County, New York, to be  
known as Extension No. 52 of the  
Town of Riverhead, Suffolk County

FINAL  
ORDER

WHEREAS, the Town Board of the Town of Riverhead, Suffolk  
County, New York, has heretofore duly caused a map, plan and  
report, including an estimate of cost, to be prepared by a  
competent engineer, duly licensed by the State of New York, which

have been filed in the office of the Town Clerk of said Town in relation to the establishment of an extension to the Riverhead Water District in said Town, to be known as Extension No. 52 to the Riverhead Water District, and the acquisition and installation of new 12-inch water mains including hydrants, valves and other necessary furnishings, equipment, machinery and apparatus, and other incidental improvements and expenses in connection therewith; and

WHEREAS, an order was duly adopted by said Town Board on September 16, 1998, reciting a description of the boundaries of said proposed Extension No. 52 to the Riverhead Water District, the improvement proposed therefor, the maximum amount proposed to be expended for said improvement, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection, and specifying the 6th day of October, 1998, at 7:15 o'clock P.M., Prevailing Time, at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning the same;

WHEREAS, such order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of such publication and posting has been duly presented to said Town Board;

WHEREAS, said public hearing was duly held at the time and place set forth in said order, as aforesaid, at which time all persons desiring to be heard were duly heard;

WHEREAS, following said public hearing, and based upon the evidence given thereat, on October 20, 1998, said Town Board duly adopted a resolution determining in the affirmative all of the questions set forth in subdivision 1 of Section 209-e of the Town Law and approving the establishment of said Extension No. 52 to the Riverhead Water District, such order being adopted subject to permissive referendum;

WHEREAS, notice of the adoption of said resolution was duly published and posted in the manner provided by applicable provisions of the Town Law, and proof of said publication and posting has been duly presented to this Town Board;

WHEREAS, the period of time for the submission and filing of a petition against said resolution and requesting a referendum in connection therewith elapsed without such a petition being submitted and filed; and

WHEREAS, the estimated cost of hook-up fees to the typical property in the Extension is \$770 and the estimated cost of hook-up fees to the typical one or two-family home in the Extension is \$770; and

WHEREAS, the estimated cost of the Extension to the typical property therein is \$467.65 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid, and the estimated cost of the Extension to the typical one or two-family home therein is \$467.65 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of hook-up fees and first-year costs to the typical property and typical one or two-family homes in said Extension, has been filed in the office of the Town Clerk where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, based upon said estimated cost, an application pursuant to subdivision 3 of Section 209-f of the Town Law to the State Comptroller is not required to grant permission for the establishment of said Extension No. 52 to the Riverhead Water District, NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Extension No. 52 to the Riverhead Water District, in the Town of Riverhead, Suffolk County, New York, in accordance with the aforesaid proceedings, is hereby established, to be bounded and described as hereinafter set forth in Appendix A hereto.

Section 2. The acquisition and installation of new 12-inch water mains including hydrants, valves and other necessary furnishings, equipment, machinery and apparatus, and other incidental improvements and expenses in connection therewith, substantially in accordance with the aforesaid map, plan and report, is hereby authorized and approved. The maximum amount to said Extension No. 52 pursuant to these proceedings for said improvement shall not exceed \$387,000. Said cost of said improvement shall be financed by the issuance of serial bonds of

said Town maturing in annual installments over a period not exceeding forty years, payable in the first instance from assessments levied upon and collected from the several lots and parcels of land within said Extension No. 52 to the Riverhead Water District, in the manner provided by Law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due. The maximum total cost for said improvement shall not exceed \$774,000, of which amount \$387,000 shall be allocated and charged as a cost of increasing and improving the facilities of the Riverhead Water District and be borne by the entire District, as extended, including Extension No. 52, and \$387,000 shall be allocated and charged as provided hereinabove.

Section 3. The Town Clerk is hereby authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Suffolk County, New York, within ten days after the adoption of this order by this Town Board and to file a certified copy thereof within that time in the office of the State Department of Audit and Control, in Albany, New York, both pursuant to subdivision 1 of Section 209-g of the Town Law.

Section 4. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The order was thereupon declared duly adopted.

\* \* \* \* \*



STATE OF NEW YORK       )  
                                  ) ss.:  
COUNTY OF SUFFOLK       )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

and that further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)

of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on October 20, 1999.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cost	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Full	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Villalta	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION ☒ WAS NOT  
THEREUPON BEING DECLARED ADOPTED

**H2M GROUP****EXHIBIT "A"****PROPOSED EXTENSION NO. 52  
EDWARDS AVENUE/RIVER ROAD**

BEGINNING on a point being the northwest corner of the proposed Riverhead Water District Extension No. 52, said point being the northwesterly corner of Section 117, Block 1, Lot 4;

THENCE said point of BEGINNING, running southerly approximately 1,600 feet to its termination with the north property line of Section 117, Block 1, Lot 5;

THENCE running westerly approximately 2,200 feet to its termination;

THENCE running southerly approximately 625 feet along Section 117, Block 1, Lot 5 west property line to its termination;

THENCE running easterly approximately 500 feet along Section 117, Block 1, Lot 6;

THENCE running southerly along the west line of Section 117, Block 1, Lot 6;

THENCE running westerly along the north line of Section 117, Block 1, Lot 7 to the northwest corner of Lot 7;

THENCE running southerly to the southwest corner of Section 117, Block 1, Lot 7;

THENCE running easterly along the south line of Section 117, Block 1, Lot 7 to the west side of the intersection with Canoe Lake Avenue;

THENCE running easterly along the north line of Section 137, Block 1, Lot 14 to the northwest corner of Lot 14;

**IIM GROUP**

THENCE running southerly along the east line of Section 137, Block 1, Lot 14 to the southeast corner of Lot 14;

THENCE running westerly along the south line of Section 137, Block 1, Lot 14 approximately 340 feet;

THENCE running southerly across Railroad Avenue to the northwest corner of Section 137, Block 2, Lot 25.

THENCE running southerly along the west lines of Section 137, Block 2, Lots 25 and 26 across River Road to the northwest corner of Section 137, Block 2, Lot 29;

THENCE running along the north line of Section 137, Block 2, Lot 29 to the northeast corner of Lot 29;

THENCE running southerly along the east lines of Section 137, Block 2, Lots 29 and 30 to the Peconic River;

THENCE running across Edwards Avenue to the southwest corner of Section 137, Block 3, Lot 20;

THENCE following the underwater Town of Riverhead Town Line under the Peconic River encompassing Section 137, Block 3, Lots 20 and 19.2;

THENCE following the underwater Town of Riverhead Town Line under the Peconic River encompassing Sections 137, Block 4, Lots 11.5 and 11.6;

THENCE following the underwater Town of Riverhead Town Line under the Peconic River encompassing Section 138, Block 1, Lots 2.2, 4.2, 6.2, 7.1, 8.1, 9.1, 10.1, 11.1, 12.1, 13.1, 14.1, 15.4, 15.3, 15.1 and 19.1;

## H2M GROUP

THENCE from the southeast corner of Section 138, Block 1, Lot 19.1 northwest to the shore line property line of Section 138, Block 2, Lot 21;

THENCE running northerly along the southwest corner of Section 118, Block 4, lot 5.5;

THENCE running east along the southern line of Section 118, Block 4, Lot 5.5 to the southeast corner of Lot 5.5;

THENCE running northerly along the northeast corner of Section 118, Block 4, Lot 5.5, meeting the existing Riverhead Water District boundary;

THENCE following the existing Water District boundary along the north side of River Road to the southeast corner of Section 118, Block 1, Lot 9;

THENCE running north to the northeast corner of Section 118, Block 1, Lot 9,

THENCE running west to the northwest corner of Section 118, Block 1, Lot 9;

THENCE running north to the northeast corner of Section 118, Block 1, Lot 7;

THENCE running west to the northwest corner of Section 118, Block 1, Lot 7;

THENCE running north to the northwest corner of Section 118, Block 1, Lot 8;

THENCE running along the centerline of the Long Island Expressway right-of-way;

THENCE running southwest along the Long Island Expressway right-of-way to intersection with the northerly line of Section 138, Block 1, Lot 23;

THENCE running southwest along the southern line of Section 118, Block 2, Lot 10;

THENCE running southwest along the southern line of Section 117, Block 2, Lot 12.3 to the southwest corner of Lot 12.3;

THENCE running northerly along the eastern line of Section 137, Block 1, Lot 3.2;

THENCE running north to the northeast corner of Section 117, Block 2; Lot 8.2;

THENCE running westerly along the north line of Section 117, Block 2; Lot 8.2 to its intersection with the easterly line of Section 117, Block 2, Lot 4.1;

THENCE running northerly to the northeast corner of Section 117, Block 2, Lot 3.2;

THENCE running westerly along the north line of Section 117, Block 2, Lot 3.2 across Edwards Avenue;

THENCE running north along the eastern line of Section 117, Block 1, Lot 4;

THENCE running across Section 117, Block 1, Lot 4 200 feet south of Middle Country Road to the point of BEGINNING.

Adopted

72113-3136P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 19, 1999, at 7:00 P.M., Prevailing Time.

The meeting was called to order by Supervisor Villella, and upon roll being called, the following were

PRESENT:      Supervisor Villella  
                 Councilman Cardinale  
                 Councilman Kent  
                 Councilman Kwasna  
                 Councilman Lull

ABSENT:

The following resolution was offered by  
Councilman Cardinale, who moved its adoption, seconded by  
Councilman Kent, to-wit:

Resolution # 946

BOND RESOLUTION DATED OCTOBER 19, 1999.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$387,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION AND INSTALLATION OF WATER MAINS, FOR EXTENSION No. 52 TO THE RIVERHEAD WATER DISTRICT OF SAID TOWN.

WHEREAS, pursuant to proceedings heretofore had and taken in accordance with the provisions of Article 12-A of the Town Law, and more particularly an order dated October 19, 1999, the Town Board of the Town of Riverhead, Suffolk County, New York, has established Extension No. 52 to the Riverhead Water District of the Town of Riverhead;

WHEREAS, the improvements proposed for such Extension will be constructed in conjunction with an overall plan to increase and improve the water distribution facilities of the Riverhead Water District, whereby water distribution mains will be acquired and installed in such Extension of a size and capacity greater than that required to serve only said Extension, and said additional size and capacity is to be constructed for the purpose of serving other areas of said Water District and future areas to be served by said Water District;

WHEREAS, in furtherance of said overall plan, only a proportionate amount of said improvements will be charged as the capital cost to said Extension, the remaining amount to be charged to the Riverhead Water District, including the proposed Extension,

WHEREAS, said improvements consist of the acquisition and installation of new 12-inch water mains including hydrants, valves and other necessary furnishings, equipment, machinery and



are hereby authorized to be issued \$387,000 serial bonds of the Town of Riverhead, Suffolk County, New York pursuant to the provisions of the Local Finance Law.

Section 2. The maximum estimated cost to Extension No. 52 to the Riverhead Water District of the aforescribed improvements is hereby determined to be \$387,000 and the plan for the financing thereof shall consist of the issuance of the \$387,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. There shall be annually

apportioned and assessed upon the several lots and parcels of land within said Extension No. 52 in the manner provided by Law, an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said serial bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section

169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The Supervisor is hereby further authorized, at his sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this resolution is to give the Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Town Board.

Section 12. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This resolution shall take effect immediately and the same shall be published in full in the Riverhead News Review, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF SUFFOLK    )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice \_\_\_\_\_

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on October 20, 1999.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Villetta	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION ☒ WAS NOT ☐

THEREUPON DULY DECLARED ADOPTED



# Adopted

0510307.01

72113-3136P

Resolution # 947

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, 200 Howell Avenue, in Riverhead, New York in said Town, on the 19th day of October, 1999, at 7:00 o'clock P.M., Prevailing Time.

COUNCILMAN LULL OFFERED THE RESOLUTION, WHICH WAS SECONDED BY COUNCILMAN KWASNA.  
PRESENT:

Vincent G. Villella

Supervisor

Phil Cardinale

Councilman

Christopher Kent

Councilman

Mark Kwasna

Councilman

James Lull

Councilman

-----:  
In the Matter :  
of :  
the Increase and Improvement :  
of the Facilities of the :  
Riverhead Water District :  
in the Town of Riverhead, :  
Suffolk County, New York :  
-----:

PUBLIC  
INTEREST  
ORDER

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has duly caused to be prepared a map, plan and estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Riverhead Water District; and

-2-

WHEREAS, such increase and improvement proposed for such Water District represents a phase of an overall plan to increase the water distribution facilities of the Riverhead Water District;

WHEREAS, such overall plan encompasses the acquisition and installation of new 12-inch water mains including hydrants, valves and other necessary furnishings, equipment, machinery and apparatus, and other incidental improvements and expenses in connection therewith, a portion which will serve the entirety of said Riverhead Water District and a portion of which will serve only the proposed Extension No. 47 to said Riverhead Water District;

WHEREAS, the maximum amount proposed to be expended for said overall improvements is \$774,000, of which amount 50%, or \$387,000, shall be allocated and charged as the capital cost of said Extension, and of which amount 50%, or \$387,000, shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Water District and shall be borne by the entire District, as extended, including the proposed Extension; and

WHEREAS, at a meeting of said Town Board duly called and held on September 16, 1998, an order was duly adopted by it and entered in the minutes reciting the filing of such map, plan and estimate of cost, the improvement proposed and the maximum aggregate amount proposed to be expended for the increase and improvement of the facilities of the Riverhead Water District, to-wit: the sum of \$387,000, and specifying that the said Board would meet to consider the map, plan and estimate of cost and the increase and improvement of the facilities of the Riverhead Water District and to hear all

-3-

persons interested in the subject thereof concerning the same at 200 Howell Avenue, in Riverhead, New York, in said Town, on the 6th day of October, 1998 at 7:10 o'clock P.M., Prevailing Time; and

WHEREAS, the said order duly certified by the Town Clerk was duly published and posted as required by law, to-wit: a duly certified copy thereof was published in The News Review, the official newspaper of this Town, on September 17, 1998, and a copy of such order was posted on September 17, 1998, on the signboard maintained by the Town Clerk of the Town of Riverhead, pursuant to Section 30, subdivision 6 of the Town Law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities of the Riverhead Water District, in the manner described in the preambles thereof, at a maximum aggregate estimated cost of \$387,000.

Section 2. This order shall take effect immediately, and upon taking effect, the public interest order relating to this matter dated and duly adopted October 20, 1998 shall be superseded.

-4-

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Vilella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The Order was thereupon declared duly adopted.

\* \* \* \* \*

STATE OF NEW YORK       )  
                              ) ss:  
COUNTY OF SUFFOLK       )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

-2-

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

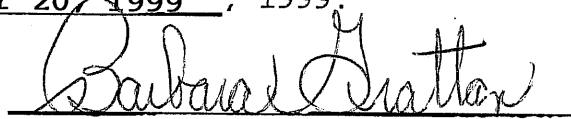
Designated Location(s)  
of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, on October 20, 1999, 1999.

  
\_\_\_\_\_  
Town Clerk

(SEAL)

#### THE VOTE

Cardinale \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

Kwasna \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

Villola \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_

THE RESOLUTION WAS NOT \_\_\_\_

THEREUPON DECLARED ADOPTED

# Adopted

72113-3136P

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 19, 1999, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Villella, and upon roll being called, the following were

PRESENT: Supervisor Villella  
Councilman Cardinale  
Councilman Kent  
Councilman Kwasna  
Councilman Lull

ABSENT:

The following resolution was offered by Councilman Kent who moved its adoption, seconded by Councilman Cardinale, to-wit:

Resolution # 948

BOND RESOLUTION DATED OCTOBER 19, 1999.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$387,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE RIVERHEAD WATER DISTRICT.

WHEREAS, pursuant to proceedings heretofore had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated October 19, 1999, the Town Board of the Town of Riverhead, Suffolk County, New York, has determined it to be in the public interest to increase and improve the facilities of the Riverhead Water District in said Town; and

WHEREAS, such increase and improvement proposed for such Water District represents a phase of an overall plan to increase the water distribution facilities of the Riverhead Water District;

WHEREAS, such overall plan encompasses the encompasses the acquisition and installation of new 12-inch water mains including hydrants, valves and other necessary furnishings, equipment, machinery and apparatus, and other incidental improvements and expenses in connection therewith, a portion which will serve the entirety of said Riverhead Water District and a portion of which will serve only the proposed Extension No. 52 to said Riverhead Water District;

WHEREAS, the maximum amount proposed to be expended for said overall improvements is \$774,000, of which amount 50%, or \$387,000, shall be allocated and charged as the capital cost of said Extension, and of which amount 50%, or \$387,000, shall be allocated and charged as the cost of increasing and improving the facilities



of the Riverhead Water District and shall be borne by the entire District, as extended, including the proposed Extension; and

WHEREAS, it is now desired to provide for financing the cost of the increase and improvement of the facilities of the Riverhead Water District; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of the facilities of the Riverhead Water District of the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, there are hereby authorized to be issued \$387,000 serial bonds of the Town of Riverhead, Suffolk County, New York pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the increase and improvement of the facilities of the Riverhead Water District is \$387,000 and that the plan for the financing thereof shall consist of the issuance of the \$387,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1, of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said serial bonds to the New York State Environmental Facilities Corporation, provided, however, that

in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in

section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The Supervisor is hereby further authorized, at his sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this resolution is to give the Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Town Board.

Section 12. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This resolution, which takes effect immediately, shall be published in full in the Riverhead News Review, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law. Upon taking effect, the bond resolution dated and duly adopted October 20, 1998 relating to this specific object or purpose shall be superseded.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

STATE OF NEW YORK     )  
                              ) ss.:  
COUNTY OF SUFFOLK    )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, on Octobaer 20,, 1999.

  
\_\_\_\_\_  
Town Clerk

(SEAL)

THE VOTE  
Cardinale ☒ Yes ☐ No ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION ☒ WAS NOT  
THEREUPON SOLELY DECLARED ADOPTED



# Adopted

72113-3113P

Resolution # 949

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 19, 1999, at 7:00 o'clock P..M., Prevailing Time.

COUNCILMAN CARDINALE OFFERED THE RESOLUTION, WHICH WAS SECONDED BY COUNCILMAN KWASNA.

## PRESENT:

Vincent G. Villella

Supervisor

Phil Cardinale

Councilman

Christopher Kent

Councilman

Mark Kwasna

Councilman

James Lull

Councilman

-----  
 In the Matter  
 of  
 The establishment of a proposed  
 Extension to the Riverhead Water  
 District in the Town of Riverhead  
 Suffolk County, New York, to be  
 known as Extension No. 48 (West  
 Main Street) to the Riverhead Water  
 District of the Town of Riverhead  
 -----

FINAL  
ORDER

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has heretofore duly caused a map, plan and report, including an estimate of cost, to be prepared by a

competent engineer, duly licensed by the State of New York, which have been filed in the office of the Town Clerk of said Town in relation to the establishment of an extension to the Riverhead Water District in said Town, to be known as Extension No. 48 (West Main Street) to the Riverhead Water District, and the acquisition and installation of new water mains ranging from 6 inches to 12 inches in diameter, and including hydrants, valves and other necessary furnishings, equipment and apparatus, wells and tanks construction and reconstruction and other and other incidental improvements and expenses in connection therewith; and

WHEREAS, an order was duly adopted by said Town Board on April 7, 1998, reciting a description of the boundaries of said proposed Extension No. 48 (West Main Street) to the Riverhead Water District, the improvement proposed therefor, the maximum amount proposed to be expended for said improvement, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection, and specifying the 21st day of April, 1998, at 7:20 o'clock P.M., Prevailing Time, at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning the same;

WHEREAS, such order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of such publication and posting has been duly presented to said Town Board;

WHEREAS, said public hearing was duly held at the time and place set forth in said order, as aforesaid, at which time all persons desiring to be heard were duly heard;

WHEREAS, following said public hearing, and based upon the evidence given thereat, on June 2, 1998, said Town Board duly adopted a resolution determining in the affirmative all of the questions set forth in subdivision 1 of Section 209-e of the Town Law and approving the establishment of said Extension No. 48 (West Main Street) to the Riverhead Water District, such order being adopted subject to permissive referendum;

WHEREAS, notice of the adoption of said resolution was duly published and posted in the manner provided by applicable provisions of the Town Law, and proof of said publication and posting has been duly presented to this Town Board;

WHEREAS, the period of time for the submission and filing of a petition against said resolution and requesting a referendum in connection therewith elapsed without such a petition being submitted and filed; and

WHEREAS, the estimated cost of hook-up fees to the typical property in the Extension is \$625.00 and the estimated cost of hook-up fees to the typical one or two-family home in the Extension is \$625.00; and

WHEREAS, the estimated cost of the Extension to the typical property therein is \$285.85 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid, and the estimated cost of the Extension to the typical one or two-family home therein is \$285.85 in the first year in which

operation, maintenance, debt service and other charges and expenses are to be paid; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of hook-up fees and first-year costs to the typical property and typical one or two-family homes in said Extension, has been filed in the office of the Town Clerk where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, based upon said estimated cost, an application pursuant to subdivision 3 of Section 209-f of the Town Law to the State Comptroller is not required to grant permission for the establishment of said Extension No. 48 (West Main Street) to the Riverhead Water District, NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. Extension No. 48 (West Main Street) to the Riverhead Water District, in the Town of Riverhead, Suffolk County, New York, in accordance with the aforesaid proceedings, is hereby established, to be bounded and described as hereinafter set forth in Appendix A hereto.

Section 2. The acquisition and installation of new water mains ranging from 6 inches to 12 inches in diameter, and including hydrants, valves and other necessary furnishings, equipment and apparatus, wells and tanks construction and reconstruction and other and other incidental improvements and expenses in connection therewith; substantially in accordance with the aforesaid map, plan and report, is hereby authorized and approved. The maximum amount

to said Extension No. 48 (West Main Street) pursuant to these proceedings for said improvement shall not exceed \$80,000. Said cost of said improvement shall be financed by the issuance of serial bonds of said Town maturing in annual installments over a period not exceeding forty years, payable in the first instance from assessments levied upon and collected from the several lots and parcels of land within said Extension No. 48 (West Main Street) to the Riverhead Water District, which the Town shall determine and specify to be especially benefited by the improvement, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due. The maximum total cost for said improvement shall not exceed \$273,000, of which amount \$193,000 shall be allocated and charged as a cost of increasing and improving the facilities of the Riverhead Water District and be borne by the entire District, as extended, including Extension No. 48 (West Main Street), and \$80,000 shall be allocated and charged as provided hereinabove.

Section 3. The Town Clerk is hereby authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Suffolk County, New York, within ten days after the adoption of this order by this Town Board and to file a certified copy thereof within that time in the office of the State Department of Audit and Control, in Albany, New York, both pursuant to subdivision 1 of Section 209-g of the Town Law.

Section 4. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The order was thereupon declared duly adopted.

\* \* \* \* \*

EXHIBIT C  
RIVERHEAD WATER DISTRICT  
PROPOSED EXTENSION NO. 48  
WEST MAIN STREET

Beginning at a point located at the southwest corner of Section 125, Block 2, Lot 28 and the Peconic River shoreline;

Running easterly along the southern boundaries of Section 125, Block 2, Lot 42.3 and Section 124, Block 5, Lot 1.3;

Running northerly along the easterly line of Section 124, Block 4, Lot 8 across West Main Street to the easterly line of Section 125, Block 2, Lot 5.2;

Running northerly to the Long Island Railroad Right-of-Way;

Running westerly along the southerly border of the Long Island Railroad Right-of-Way to the northwesterly corner of Section 125, Block 2, Lot 8.2;

Running southerly along the westerly line of Section 125, Block 2, Lot 8.2 and Section 125, Block 2, Lot 8.4 to the northerly line of Section 125, Block 2, Lot 16;

Running westerly along the southerly line of Section 120, Block 2, Lot 9.1 and Lot 9.4, across West Main Street;

Running southwestwardly along the northerly line of Section 125, Block 2, Lot 27.2 and Lot 27.3;

Running southerly along Section 125, Block 2, Lot 27.3 and Section 119, Block 2, Lot 53 to the Peconic River to the point of the beginning.



STATE OF NEW YORK     )  
                              ) ss.:  
COUNTY OF SUFFOLK    )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

and that further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)

of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on October 20, 1999.

  
Town Clerk

(CORPORATE  
SEAL)

THE VOTE  
Cardinale ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No  
Villalta ☒ Yes ☐ No  
THE RESOLUTION WAS NOT  
THEREUPON DULY DECLARED ADOPTED

# Adopted

72113-3113P

Resolution # 950

At a regular meeting of the Town Board of the Town of Riverhead, Suffolk County, New York, held at the Town Hall, 200 Howell Avenue, in Riverhead, New York, in said Town, on October 19, 1999, at 7:00 P.M., Prevailing Time.

The meeting was called to order by Supervisor Villella, and upon roll being called, the following were

**PRESENT:**

Vincent G. Villella, Supervisor  
Phil Cardinale, Councilman  
Christopher Kent, Councilman  
Mark Kwasna, Councilman  
James Lull, Councilman

**ABSENT:**

The following resolution was offered by

Councilman Lull, who moved its adoption, seconded by

Councilman Cardinale, to-wit:

1999

BOND RESOLUTION DATED OCTOBER 19, 1999.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$80,000 SERIAL BONDS OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION AND INSTALLATION OF WATER MAINS; FOR EXTENSION NO. 48 (WEST MAIN STREET) TO THE RIVERHEAD WATER DISTRICT OF SAID TOWN.

WHEREAS, pursuant to proceedings heretofore had and taken in accordance with the provisions of Article 12-A of the Town Law, and more particularly an order dated October 19, 1999, the Town Board of the Town of Riverhead, Suffolk County, New York, has established Extension No. 48 (West Main Street) to the Riverhead Water District of the Town of Riverhead;

WHEREAS, the improvements proposed for such Extension will be constructed in conjunction with an overall plan to increase and improve the water distribution facilities of the Riverhead Water District, whereby water distribution mains will be acquired and installed in such Extension of a size and capacity greater than that required to serve only said Extension, and said additional size and capacity is to be constructed for the purpose of serving other areas of said Water District and future areas to be served by said Water District;

WHEREAS, in furtherance of said overall plan, only a proportionate amount of said improvements will be charged as the capital cost to said Extension, the remaining amount to be charged to the Riverhead Water District, including the proposed Extension,

WHEREAS, said improvements consist of the acquisition and installation of new water mains ranging from 6 inches to 12 inches

in diameter, and including hydrants, valves and other necessary furnishings, equipment and apparatus, wells and tanks construction and reconstruction and other and other incidental improvements and expenses in connection therewith, as more fully described in the aforesaid Order establishing said Extension No. 48 (West Main Street) to the Riverhead Water District;

WHEREAS, the maximum amount proposed to be expended for said overall improvements is \$273,000, of which amount 29%, or \$80,000, shall be allocated and charged as the capital cost of said Extension, and of which amount 71%, or \$193,000, shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Water District, which shall be borne by the entire District, as extended, including Extension No. 48 (West Main Street); and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in any significant environmental effects; NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. For the specific object or purpose of paying the share of the cost charged as the capital cost to Extension No. 48 (West Main Street) to the Riverhead Water District, of the acquisition and installation of new water mains ranging from 6

inches to 12 inches in diameter, and including hydrants, valves and other necessary furnishings, equipment and apparatus, wells and tanks construction and reconstruction and other and other incidental improvements and expenses in connection therewith, as described in the preambles hereof, there are hereby authorized to be issued \$80,000 serial bonds of the Town of Riverhead, Suffolk County, New York pursuant to the provisions of the Local Finance Law.

Section 2. The maximum estimated cost to Extension No. 48 (West Main Street) to the Riverhead Water District of the aforescribed improvements is hereby determined to be \$273,000 and the plan for the financing thereof shall consist of the issuance of the \$80,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be

sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Riverhead, Suffolk County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. There shall be annually apportioned and assessed upon the several lots and parcels of land within said Extension No. 48 which the Town Board shall determine and specify to be especially benefited by the improvements, an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Riverhead, Suffolk County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said serial bonds to the New York

State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain



substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The Supervisor is hereby further authorized, at his sole discretion, to execute a project financing and loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The intent of this resolution is to give the Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds and, or notes without resorting to further action of this Town Board.

Section 12. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This resolution shall take effect immediately and the same shall be published in full in the Riverhead News Review, the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Villella</u>	VOTING	<u>Yes</u>
<u>Councilman Cardinale</u>	VOTING	<u>Yes</u>
<u>Councilman Kent</u>	VOTING	<u>Yes</u>
<u>Councilman Kwasna</u>	VOTING	<u>Yes</u>
<u>Councilman Lull</u>	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

STATE OF NEW YORK       )  
                                  ) ss:  
COUNTY OF SUFFOLK       )

I, the undersigned Clerk of the Town of Riverhead, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on October 19, 1999, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media

Date given

Times Review

October 22, 1999

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

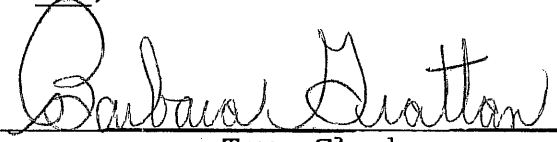
Designated Location(s)  
of posted notice

Date of Posting

Town Clerk's Bulletin Board

October 20, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on October 20, 1999.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

THE VOTE

Cardinale	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vitella	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION ☒ IS NOT ☐

THEREUPON DULY DECLARED ADOPTED

10/19/99

Town of Riverhead

Adopted

Resolution # 951

Amends Resolution #651 Approving Site Plan of East End Aircraft L.I. Corp.

Councilman Lull

\_\_\_\_\_ offered the following resolution,

which was seconded by \_\_\_\_\_ Councilman Kent \_\_\_\_\_:

**WHEREAS**, a site plan and elevations were submitted by East End Aircraft L.I. Corp., a not-for-profit organization, for site plan approval, located at Route 25, Calverton, New York, known and designated as part of Suffolk County Tax Map 0600-135-1-2; and

**WHEREAS**, the Planning Department has reviewed the site plan dated March 25, 1999, as prepared by Martin F. Sendlewski, and has recommended to the Town Board of the Town of Riverhead that Phase I of said plan application be approved; and

**WHEREAS**, based upon the Town Board's review of the Environmental Assessment Form and the proceedings had herein, the Town Board determines that the site plan applied for will be a Type II Action without a significant impact upon the environment pursuant to the State Environmental Conservation Law and 6 NYCRR Part 617; and

**WHEREAS**, a copy of the site plan has been marked and initialed by the Town Board to show changes that are further set forth in this resolution, which site plan shall be on record with the Town Clerk; and

**WHEREAS**, the site plan review fee, as required by Section 108-131B(3) of the Code of the Town of Riverhead has been received and deposited as per Receipt Number 20041 of the Office of the Supervisor of the Town of Riverhead; and

**WHEREAS**, this Town Board has reviewed the site plan and elevations aforementioned; and

**WHEREAS**, on July 20, 1999, the Town Board adopted Resolution #651 approving a site plan of East End Aircraft L.I. Corp. for said property.

**THEREFORE, BE IT FURTHER RESOLVED**, that the site plan and elevations submitted by East End Aircraft L.I. Corp., for site plan approval, located at Route 25, Calverton, New York, site plan dated March 25, 1999, as prepared by Martin F. Sendlewski, be and are hereby approved by the Town Board of the Town of Riverhead, subject to the following:

1. That the provisions of the Riverhead Town Code, which are not addressed by the resolution, or other official action of the town, shall at all times, be complied with by East End Aircraft L.I. Corp.;
2. That the form, design, location and color of all signage shall be submitted to the Town Board for its review and approval pursuant to site plan approval and the sign permit procedure prior to being installed at the property; that all signage so proposed shall be coordinated in appearance and design; and that all provisions of Section 108-56 of the Riverhead Town Code shall be complied with, and that all tenants shall be apprised of said requirements as well as those of Section 198-110.7 and any restrictions imposed as a condition of the site plan approval granted herein.
3. That no lighting shall be installed or adjusted in such a way as to cause direct glare on neighboring properties or adjoining highways;
4. That the applicant is familiar with the Riverhead Town Code, Chapter 96, entitled, "Trash, Rubbish and Refuse Disposal," and requiring the enclosure of dumpsters, and agrees to abide by same;
5. That receptacles of a decorative design, approved by the Planning Department prior to their installation at the site, shall be maintained on the premises;
6. That parking, paving and drainage shall be provided pursuant to specification outlined in the Riverhead Town Code;
7. That adequate parking for the handicapped, pursuant to State and Federal law and the Code of the Town of Riverhead, shall be provided and that each handicap stall shall be designated by an individual sign erected on a stanchion stating, "No Parking, Handicap Only," and the universal symbol affixed hereto. Further, by execution and filing of this document, East End Aircraft L.I. Corp. hereby authorizes and consents to the Town of Riverhead to enter premises at Route 25, Calverton, New York, to enforce said handicap parking regulations;
8. That any and all landscaped and paved areas shall be regularly maintained in an orderly and professional manner and kept free of weeds and litter, and that any planters, planter boxes, window boxes or other container plantings shall likewise be maintained on a year-round basis;
9. That all utilities shall be constructed underground;
10. That no construction shall commence prior to an execution of a contract with the Town of Riverhead for improvement of the subject property;
11. That the topsoil shall conform to the specifications of the New York State Department of Transportation in regard to pH, organic content and gradation;

12. That all nursery stock and installation methods thereof shall meet the latest "American Standards for Nursery Stock, as published by the American Association of Nurserymen;
13. That this approval is for Phase I only and that no building permit for Phase II construction shall be issued prior to an approval of Phase II site plan by the Town Board of the Town of Riverhead;
14. That the construction of the accessory parking area shall not commence until a landscaping plan for Phase I has been approved by the Planning Director and a 239K approval for curb cut has been issued by the New York State Department of Transportation;
15. That upon approval of Phase II by the Riverhead Town Board and upon the provision of a new interior public highway providing access to the subject property, the access from Route 25 shall be abandoned;
16. That the site plan fee as required by Section 108-132B(3) of the Code of the Town of Riverhead has been received and deposited and shall be refunded;

**THEREFORE, BE IT FURTHER RESOLVED,** that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss, Planning Director Richard Hanley, Town Engineer Kenneth Testa, Building Department Director Leroy Barnes and East End Aircraft L.I. Corp.

**THE VOTE**

Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Conti	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kwasna	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Di	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Vicini	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Is	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS NOT  
THEREFORE DULY DECLARED ADOPTED



Attachment  
to TOR Res  
#951

**AGREEMENT**

**between**

**EAST END AIRCRAFT L.I. CORP.**

**and**

**THE TOWN OF RIVERHEAD**

THIS AGREEMENT, entered into this \_\_\_ day of October, 1999 by and between EAST END AIRCRAFT L.I. CORP., a domestic not-for-profit corporation duly organized under the laws of the State of New York with its principal office located at 300 South River Road, Calverton, New York 11933, hereinafter referred to as "EAST END" and the TOWN OF RIVERHEAD, a municipal corporation, with its principal offices located at 200 Howell Avenue, Riverhead, New York 11901, hereinafter referred to as "TOWN".

**WITNESSETH:**

WHEREAS, EAST END desires to establish a monument for permanent display of an F-14 aircraft leased by the Town from the U.S. Navy and a walk of honor, benches, landscaping, lighting, drainage and offstreet parking as a memorial to the thousands of dedicated employees of Grumman Aerospace who worked and lived in the Riverhead community for over forty years hereinafter referred to as the "Grumman Monument" in accordance with the sketch attached as Appendix "1"; and

WHEREAS, by resolution #651 adopted on July 20, 1999 the Town Board of the Town of Riverhead approved the Site Plan (Phase I) for the Grumman Monument; and

WHEREAS, EAST END has offered to place the F-14 aircraft upon a pedestal and to construct the pedestal and maintain the Grumman Monument as well as the necessary off street parking as depicted in Appendix "1".

**REPRESENTATIONS**

EAST END warrants and represents:

EAST END is incorporated in New York as a not-for-profit corporation and that it has been approved by the Internal Revenue Service under §501(c)(3). Copies of the certificate of incorporation and §501(c)(3) approval are attached as Appendix "2" and "3" respectively and are incorporated herein.

EAST END currently has assets of approximately \$100,000 dedicated solely for the purpose of construction of the Grumman Monument.

WHEREAS, EAST END represents that this \$100,000 is sufficient to construct Phase "A" of the sketch attached as Appendix "1".

EAST END has the ability to raise the additional funds necessary to construct Phase "B" as depicted on Appendix "1" and to maintain the Grumman Monument.

The TOWN warrants and represents:

The TOWN has clear title to the site depicted in the Site Plan approved by the Town Board by Resolution #651.

The TOWN has entered into a lease with the U.S. Navy of an F-14 aircraft to be used in the Grumman Monument.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, it is hereby agreed as follows:

1. The TOWN hereby agrees to allow EAST END to develop the Grumman Monument in accordance with the plans and specifications submitted to the Building Department to be approved by the Building Department, including design and construction of the F-14 pedestal, support and placement of the F-14 aircraft thereon, construction of a walk of honor, benches, lighting, the necessary off-street parking, landscaping and drainage as depicted therein and to provide those items as listed in the addendum annexed hereto as Appendix "4" and made a part hereof. The plans shall be reviewed by the Building Department and if approval, the necessary permits will be issued, without fees to EAST END.

2. EAST END will construct the Grumman Monument in two phases, Phase "A" and Phase "B", as depicted in Appendix "1" hereto. Both Phases shall be constructed without

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expense to the Town. Phase "A" will be constructed with in-kind services and the \$100,000 earmarked solely for Phase "A". This \$100,000 shall be held in a segregated account by resolution of the Board of EAST END.

3. Construction of Phase "B" will not commence unless and until the Town is satisfied that EAST END has sufficient funds and in-kind services available to complete Phase "B".

4. The plans and specifications for the Grumman Monument shall be in conformity with all state and local laws and regulations.

5. Where appropriate, bids will be sought by licensed contractors for the construction and completion of the Grumman Monument.

6. The bidders shall provide proof to EAST END of worker's compensation insurance.

7. EAST END will permit the TOWN and its agents access to the site during construction and will permit the building inspector such examination, tests and checks which he deems advisable.

8. During construction the site will be secured by way of a 6 foot cyclone fence. This fence and any construction trailers will be removed at the completion of construction at the sole expense of EAST END.

9. EAST END shall not vacate the premises or abandon the project prior to the time of completion.

10. Abandonment or vacation of the project shall be defined as the failure to substantially proceed with construction for a period of one hundred twenty (120) days or more. In the event of such abandonment or vacation this agreement shall terminate.

11. EAST END shall indemnify and hold the TOWN harmless from all mechanic's liens or claims of rights to enforce mechanic's liens against the real property or the Grumman Memorial arising out of the work to be performed or labor and materials to be furnished under

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this agreement. Acceptance of the Grumman Memorial by the TOWN shall not constitute a waiver of this indemnity.

12. Until such time as a certificate of occupancy for the Grumman Memorial is issued, EAST End shall indemnify and hold harmless the TOWN against any loss or expense arising out of any liability proposed by law upon the TOWN for damages because of bodily injury including death at any time resulting therefrom or because of accidents sustained by any person or persons on account of damaged property arising out of consequence of performance of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence or other act of EAST END, the TOWN, their agents, servants or employees or any other person.

13. EAST END shall maintain public liability insurance with limits of liability in amounts of \$1,000,000 for injury to any one person and \$2,000,000 for any one accident and property damage liability in the sum of \$200,000. EAST END shall furnish a certificate(s) of insurance to the TOWN in which the TOWN is named as an additional insured. Each insurance policy shall contain an endorsement requiring the carrier to give at least ten (10) days prior notice of cancellation to the TOWN.

14. After completion of the project EAST END shall maintain the Grumman monument and all site improvements at no cost to the Town for a period of ten (10) years commencing on November 1, 1999 and expiring on October 31, 2009. The parties have an option to renew said term for an additional ten (10) years provided that EAST END shall be in compliance with the terms and conditions contained herein and shall have satisfactorily maintained the Grumman Monument at the sole discretion of the TOWN.

15. EAST END shall not place any sign or signs of any kind on the premises or the Grumman Memorial without a sign permit as required.

16. The parties shall cooperate with each other in the performance of the work to be performed by each of them to the end that neither shall cause the other any delay nor interfere with the due prosecution of the work of the other.

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17. This agreement shall be interpreted in accordance with the laws of the State of New York.

18. All notices and consents shall be in writing. Mailed registered certified mail and addressed to the parties as specified above unless a change in address or individual is given in writing. Notices shall be deemed given five (5) days after the date of mailing. Notices to the TOWN shall be given to the Supervisor, Town of Riverhead, 200 Howell Avenue, Riverhead, New York 11901. Notices to EAST END shall be given to Joseph Van de Wetering, P.O. Box 766, Calverton, New York 11933.

19. In the event EAST END fails to perform any of its obligations pursuant to paragraph 14 for any reason whatsoever, the TOWN shall notify EAST END of said failure in writing and EAST END shall have thirty (30) days to comply with said notice and if EAST END fails to comply the TOWN shall have the right to terminate this Agreement. In the event the Town of Riverhead fails to perform any of its obligations pursuant to paragraph 14 for any reason whatsoever, East End Aircraft L.I. Corp. shall notify the Town of said failure in writing.

20. All improvements made upon the premises depicted in the Site Plan shall become property of the TOWN and be considered fixtures to the real property; and

21. EAST END shall not assign this contract without the prior written consent of the TOWN.

22. The conditions and agreements contained within this agreement shall be binding upon the parties hereto and upon their respective successors, executors and administrators.

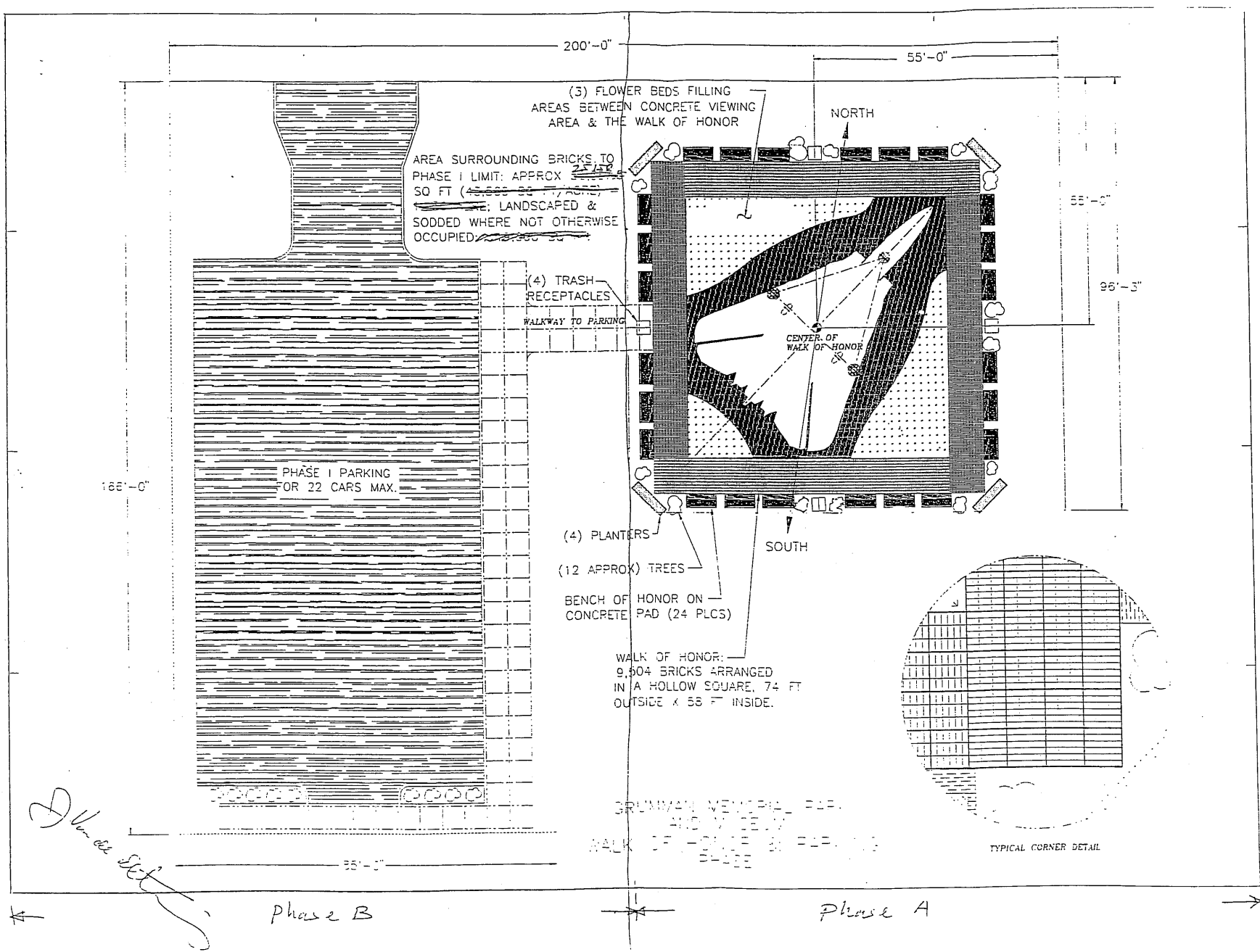
IT WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be affixed hereto the day and year first written above.

EAST END AIRCRAFT L.I. CORP.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

TOWN OF RIVERHEAD

Dated: \_\_\_\_\_ By: \_\_\_\_\_



N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : EAST END AIRCRAFT L.I. CORP.

DOCUMENT TYPE : DOMESTIC (NOT-FOR-PROFIT) CORPORATIO TYPE: B COUNTY: SUFF

SERVICE COMPANY : COLBY ATTORNEYS SERVICE COMPANY SERVICE CODE: 08

FILED: 02/10/1998 DURATION: PERPETUAL CASH #: 980210000677 FILM #: 980210000641

ADDRESS FOR PROCESS

STEVE KIRSCHENBAUM  
300 SOUTH RIVER RD, PO BOX 147  
CALVERTON, NY 11933

EXIST DATE

02/10/1998

REGISTERED AGENT

STEVE KIRSCHENBAUM  
300 SOUTH RIVER RD, PO BOX 147  
CALVERTON, NY 11933



FILER

RUTH A. DENNEHEY  
COLBY ATTORNEYS SERVICE CO.  
41 STATE STREET, SUITE 106  
ALBANY, NY 12207

FEES

FILING : 75.00  
TAX : 0.00  
CERT : 0.00  
COPIES : 10.00  
HANDLING : 25.00

110.00

PAYMENTS

110.00

CASH : 0.00  
CHECK : 0.00  
BILLED: 110.00

REFUND: 0.00

RECEIPT OF SECRETARY OF STATE



INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 22 1998

EAST END AIRCRAFT L I CORP  
C/O STEVEN A KIRSCHENBAUM  
PO BOX 147  
CALVERTON, NY 11933

Employer Identification Number:  
11-3424684

DLN:  
17053090039038

Contact Person:  
D. A. DOWNING

Contact Telephone Number:  
(513) 241-5199

Accounting Period Ending:  
December 31

Foundation Status Classification:  
509(a)(1)

Advance Ruling Period Begins:  
February 10, 1998

Advance Ruling Period Ends:  
December 31, 2002

Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

EAST END AIRCRAFT L I CORP

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for

Letter 1045 (DO/CG)

EAST END AIRCRAFT L I CORP

the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

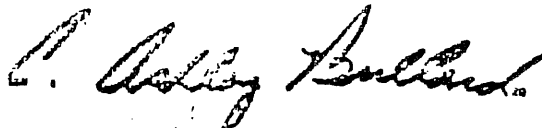
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

Enclosure(s):  
Form 872-C

Letter 1045 (DO/CG)

Appendix I

ADDENDUM TO  
AGREEMENT  
BETWEEN  
EAST END AIRCRAFT, L.I. CORP.  
AND  
THE TOWN OF RIVERHEAD

East End will provide:

- 1) Installation of lights and timers
- 2) Trash receptacles
- 3) Installation of a sprinkler system and timers
- 4) Parking area and drainage
- 5) Fencing and gates
- 6) Central landscaping
- 7) Installation and maintenance of the monument
- 8) Installation and maintenance of the Walk of Honor
- 9) Installation and maintenance of the benches
- 10) General site improvements

Upon completion of all proposed improvements pursuant to the site plan of East End Aircraft L.I. Corp, the Town of Riverhead will provide:

- 1) Electricity and maintenance of lighting
- 2) Trash removal and replacement of trash receptacles as needed
- 3) Water service and maintenance of sprinkler system
- 4) Maintenance and repair of parking area, drainage and sidewalks
- 5) Snow removal
- 6) Maintenance of landscaped areas and future plantings
- 7) Insurance
- 8) Future repairs to perimeter fencing



10/05/99

PRODUCER

ROY H. REEVE AGENCY, INC  
PO BOX 54, MAIN ROAD  
MATTITUCK N.Y. 11952

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A

HARTFORD INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

EAST END AIRCRAFT LI CORP  
PO BOX 147  
CALVERTON NY 11933

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	12UECCV1588	3/01/99	3/01/00	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS LISTED AS ADD'L INSURED.

## CERTIFICATE HOLDER

TOWN OF RIVERHEAD  
200 HOWELL RD  
RIVERHEAD NY 11901

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ROY H. REEVE AGENCY, INC

RESOLUTION # <u>952</u> ABSTRACT #41-99 OCTOBER 7, 1999 (TBM 10/19/99)				
COUNCILMAN CARDINALE		offered the following Resolution which was seconded by		
COUNCILMAN KWASNA				
FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 564,866.22	\$ 564,866.22
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ 33.30	\$ 33.30
TEEN CENTER	005	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ 591.02	\$ 591.02
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 1,121.76	\$ 1,121.76
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 46,085.37	\$ 46,085.37
WATER	112	\$ -	\$ 203,820.72	\$ 203,820.72
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
SEWER	114	\$ -	\$ 127,603.57	\$ 127,603.57
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 32,726.79	\$ 32,726.79
STREET LIGHTING	116	\$ -	\$ 34,480.13	\$ 34,480.13
PUBLIC PARKING	117	\$ -	\$ 30,614.40	\$ 30,614.40
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 4,395.25	\$ 4,395.25
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 47.56	\$ 47.56
WORKER'S COMPENSATION FUND	173	\$ -	\$ 9,750.00	\$ 9,750.00
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ -	\$ -
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ 50.00	\$ 50.00
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 578.27	\$ 578.27
URBAN DEVEL CORP WORKING	182	\$ -	\$ 70.00	\$ 70.00
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 397,674.70	\$ 397,674.70
EIGHT HUNDRED SERIES	408	\$ -	\$ 4,207.42	\$ 4,207.42
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 1,693.48	\$ 1,693.48
SENIORS HELPING SENIORS	453	\$ -	\$ 1,903.20	\$ 1,903.20
EISEP	454	\$ -	\$ 356.05	\$ 356.05
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ 3,902.96	\$ 3,902.96
MUNICIPAL GARAGE	626	\$ -	\$ 3,528.89	\$ 3,528.89
TRUST & AGENCY	735	\$ -	\$ 656,201.48	\$ 656,201.48
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMM. PRES. FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 184,115.35	\$ 184,115.35
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 123,324.41	\$ 123,324.41
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 2,433,742.30	\$ 2,433,742.30

## THE VOTE

Cardinale ☒ Yes ☐ No ☒ Kent ☒ Yes ☐ No  
 Kwasna ☒ Yes ☐ No ☒ Lull ☒ Yes ☐ No  
 Villalta ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐  
 THEREUPON DULY DECLARED ADOPTED

RESOLUTION # <u>952</u> ABSTRACT #42-99 OCTOBER 14, 1999 (TBM 10/19/99)				
COUNCILMAN CARDINALE offered the following Resolution which was seconded by				
COUNCILMAN KWASNA				
FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 195,684.83	\$ 195,684.83
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ -	\$ -
TEEN CENTER	005	\$ -	\$ 862.48	\$ 862.48
RECREATION PROGRAM	006	\$ -	\$ 848.43	\$ 848.43
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ -	\$ -
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
HIGHWAY	111	\$ -	\$ 2,807.92	\$ 2,807.92
WATER	112	\$ -	\$ 49,120.14	\$ 49,120.14
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
SEWER	114	\$ -	\$ 19,198.47	\$ 19,198.47
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 240.02	\$ 240.02
STREET LIGHTING	116	\$ -	\$ 20,260.89	\$ 20,260.89
PUBLIC PARKING	117	\$ -	\$ 96.95	\$ 96.95
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 1,134.85	\$ 1,134.85
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ 1,357.14	\$ 1,357.14
WORKER'S COMPENSATION FUND	173	\$ -	\$ 2,591.98	\$ 2,591.98
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ -	\$ -
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ 821.25	\$ 821.25
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 86.88	\$ 86.88
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ -	\$ -
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ -	\$ -
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 98,965.03	\$ 98,965.03
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS.	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 71.91	\$ 71.91
SENIORS HELPING SENIORS	453	\$ -	\$ -	\$ -
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ -	\$ -
MUNICIPAL GARAGE	625	\$ -	\$ 2,467.36	\$ 2,467.36
TRUST & AGENCY	735	\$ -	\$ 1,145.71	\$ 1,145.71
SPECIAL TRUST	736	\$ -	\$ -	\$ -
COMM. PRES. FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 13,219.57	\$ 13,219.57
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 16,516.27	\$ 16,516.27
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 427,498.08	\$ 427,498.08

**THE VOTE**

Cardinale	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Kent	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kwasna	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Lull	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Villella	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			

THE RESOLUTION WAS ☒ WAS NOT



OCTOBER 19, 1999

Adopted

TOWN OF RIVERHEAD

Resolution # 953

**AUTHORIZES ATTENDANCE AT A DEPARTMENT OF CRIMINAL JUSTICE**

**CONFERENCE IN ALBANY**

COUNCILMAN KENT offered the following resolution,  
which was seconded by COUNCILMAN KWASNA

**WHEREAS**, the Department of Criminal Justice Services is conducting a Fall Conference on Youth Courts in Albany, New York on November 7 - 8, 1999; and

**NOW, THEREFORE, BE IT, RESOLVED**, that the Town Board hereby ratifies the attendance of the Youth Court Administrative Assistant, Youth Court Administrative Aide, Youth Court Police Liaison and 6 Youth Court student members. The cost of the trip will be covered by the DCJS grant, as per instructions from our grant representative in Albany, and;

**BE IT FURTHER, RESOLVED**, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Youth Court Administrator and the Office of Accounting.

**THE VOTE**  
Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lull ☒ Yes ☐ No  
Villella ☒ Yes ☐ No  
THE RESOLUTION WAS ☒ WAS NOT  
THEREUPON DULY DECLARED ADOPTED

TOWN OF RIVERHEAD

Adopted

RESOLUTION # 954

RATIFIES THE AUTHORIZATION OF THE TOWN CLERK TO POST AND  
PUBLISH NOTICE TO BIDDERS FOR THE  
RECONSTRUCTION OF AN IMPROVEMENTS TO IRON PIER BEACH PARK  
CONTRACT No. 19943127

Adopted: October 1, 1999

COUNCILMAN CARDINALE offered the following resolution which was  
seconded by COUNCILMAN KENT.

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish  
the attached Notice to Bidders for the Reconstruction of and Improvements to Iron  
Pier Beach Park in the October 21, 1999 issue of the official town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to  
forward a copy of this resolution to Ken Testa, Greg Kelsey, Sidney Bowne and the  
Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ No    Kent ☒ Yes ☐ No  
Kwasna ☒ Yes ☐ No    Lett ☒ Yes ☐ No  
Villella ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT  
THEREUPON DULY DECLARED ADOPTED

TOWN OF RIVERHEAD  
NOTICE TO BIDDERS

**SEALED PROPOSALS FOR THE, RECONSTRUCTION OF AND IMPROVEMENTS TO IRON PIER BEACH PARK CONTRACT NO. 19943127, WILL BE RECEIVED BY THE TOWN OF RIVERHEAD AT THE OFFICE OF THE TOWN CLERK, RIVERHEAD TOWN HALL, 200 HOWELL AVENUE, RIVERHEAD, NEW YORK, UNTIL 11:00 AM PREVAILING TIME ON NOVEMBER 4, 1999, AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED AND READ ALOUD.**

Plans and specifications may be examined and obtained on or about October 21, 1999, at the Office of the Town Clerk between the hours of 8:30 am and 4:30 PM weekdays, except holidays.

A deposit of \$50.00 will be required for each copy of the Contract Documents.

Each proposal must be submitted on the form provided and must be accompanied by a bid surety as stated in the Instructions to Bidders.

The Town of Riverhead reserves the right to reject any and all bids.

BY ORDER OF THE RIVERHEAD TOWN BOARD  
Barbara A. Grattan, Town Clerk  
Riverhead, NY 11901